

Petitioner being absent during medical disability leave¹⁶ The Law regarding FMLA § 825.302 require 30 days notice. See medical entry made on 5/22/00 at Apx BB for Petitioner's compliance. See Disability Certificate Apx BB 14. However, Botnick forced the Petitioner back to work and stopped disability payment benefits from 9/11/00. See Apx BB entry made on 9/12/00. **Core Issue: Termination.** 4) Dave Olson did not follow the FMLA 2.24 disability policy and violated Federal Law pursuant to section 107, §825.114 and §825.116. See Apx LL pgs 18-23 with supporting Apx LL 353, 355-366) see also Petitioner's (Dep Apx MM pgs 16-43 that discusses son medical). Respondent terminated the Petitioner on his scheduled day off 8/30/01 and when Petitioner's son was admitted into hospital (Apx LL pgs 660 and 358A ¹⁷ (Apx LL pg 358A note on 8/24/01-8/25/01 and the Petitioner following the terms of the inappropriate probation to have a doctor excuse and for emergency); see (Apx BB pgs 10 -13). Remember the uncontested fact counsel told the Court at ¶ 8 on Writ Apx I 95A that "unexcused absences would result in discipline".

August that gave the Petitioner any idea that the termination process had been put into place on 8/29/01. See Olson's phone at Apx JJ pg 1001 and Olson's memory lapsed concerning conversing on 8/31/01 at Apx LL pg 12, line 14) The Petitioner wasn't given a proper medical exam which was required for the exposure to hazardous materials. In addition Human Resources had not properly given the Petitioner an exit review which is an extreme violation of nuclear facility 2.9 policies. The Magistrate stated the Petitioner did not request such check or exams. Contrarily, the 5B 2.9 and DOE Directive Contract # DE-AC09-96SR18500, pgs C7-C8, Writ Apx K pgs 138a- 142a requires a standard and for the Respondent to follow Environmental Safety and Health (ES&H) program established within the 5B Handbook. See Apx MB 189A- 195A

15 Respondent was required to move from informative to corrective actions as provided in the pre-discharge 2.7 provision Apx MA.pgs 166A-173A.

16 See the untrue document from Dr. Botnick Apx KK pg105); see (Botnick dep. contrary to his note at Apx kk pgs 3-20); See Olson's statement at Apx LL pgs 14 and 16). See Dr. Botnick contrary

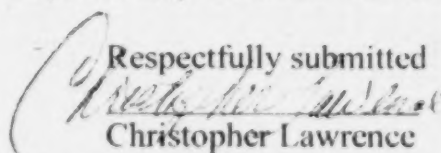
statements concerning not ever speaking to the Petitioner's physician at (Botnick dep Apx KK pgs 24-31), see (Bonick's animus document in the Petitioner's medical transcript to the contrary at Apx BB pgs 1- 4) 4d). Dr. Botnick mentioned he was tracking and targeting the Petitioner (Apx KK pgs 522 and 547). Botnick wrote negative comments in the Petitioner's employment and medical files concerning the Petitioner's medical procedure, attendance, and business. See (Apx BB, pgs 1-10, dep pgs 19- 29). Dr. Botnick violates the 5B manual 2.24, the Family medical Leave Act concerning disability and admitted he makes occasional errors. (Botnick Dep.KK pgs. 22-32). Botnick never at any time reviewed the Petitioner's medical transcript before making a medical decision on a surgery he did not perform. (Botnick Dep. KK pg 29-30) Botnick sworn testimony statement admitted he did not know about the FMLA (Botnick Dep.KK pgs 25-53)

17 Respondent agree for the Petitioner to take personal time off due to son's medical flair-ups. Petitioner provide the doctor excuse and the Respondent's own medical approved the excuse. Respondent still terminated the Petitioner's employment meditated from personal animus and dislike. Olson wrote an untruthful document concerning May 30, 2000 absences and June 5, 2000 to his upper management stating the Petitioner absences on 5/30/00 and 6/5/00 was unexcused. See (Apx LL pg114) see the absences were approved and excused at (Apx LL pgs 102, 103, and 331). Remember the 5B manual contract agreement follows if approval is given for any absences, it can not be considered as absenteeism.

Conclusion

These specific points were stated in the record to the lower Court related to South Carolina Law concerning disputed issues. The handbook exception to the at will status, the Respondent's 5B manual and the DOE contract created a unilateral contract. This Court should articulate if the current S. C. State law allows a judge to interpret a contract or writings to an at-will condition previously affirmed that the interpretation is for a jury.

Respectfully submitted



Christopher Lawrence

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IN THE SUPERIOR COURT OF AIKEN COUNTY
STATE OF SOUTH CAROLINA

CHRISTOPHER LAWRENCE

Cause File No. 2003-CP-02-45

Plaintiff

VS.

WESTINGHOUSE SAVANNAH
RIVER COMPANY

Defendant

Attn. Melanie Overstreet
Building 703-A
Aiken, South Carolina 29808
For the Defendant

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the clerk of said clerk of said court and serve upon the Plaintiff's who pro se is and whose name address is:

Christopher Lawrence
1530 Sutter Drive
Hanover Park, Illinois 60133

An answer to the complaint which is herewith served upon you, within 30days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment

by default will be taken against you for the relief demanded in the complaint.

This 14 day of January, 2003

Clerk of Superior / State Court

January 14, 2003

By S/A Shannon Jones D/C
Deputy Clerk

**IN THE CIRCUIT COURT OF THE AIKEN JUDICIAL
CIRCUIT
COUNT DEPARTMENT, SOUTH CAROLINA**

CHRISTOPHER LAWRENCE,

Plaintiff,

Cause File No.

2003 CP-02-45

WESTINGHOUSE SAVANNAH
RIVER COMPANY,

Defendant

COMPLAINT AT LAW

NOW COMES the Plaintiff **CHRISTOPHER
LAWRENCE**, pro se, and as and for his Complaint against
Westinghouse Savannah River Company, states as follows:

Count 1 – Wrongful Termination

1. The plaintiff Christopher Lawrence, hereinafter referred to as “Lawrence” currently resides in Hanover Park, Illinois and Atlanta, Georgia.
2. The Defendant Westinghouse Savannah River Company, hereinafter referred to as “Westinghouse”, at all relevant times operated a nuclear facility in Aiken, South Carolina.
3. Westinghouse employed Lawrence from November 6, 1987 through August 31, 2001.
4. At the Time of his termination, Westinghouse employed Lawrence as a Production Operator, grade - 18, working in the Nuclear Materials Management Division.
5. Lawrence has been assigned to the Nuclear Materials Division since March of 2000, working at Westinghouse’s Savannah River site.
6. At all relevant times hereunder Westinghouse was the employer and Lawrence was the employee, establishing and maintaining an employer and employee relationship.
7. At all relevant times Westinghouse created and established certain policies, practices and procedures, which defined the terms and conditions under which it expected all of its employees to conduct themselves.
8. These policies, practices and procedures were set out in a written document identified as Procedure 5B Human Resources Policies, Practices and Procedures, hereinafter referred to as “Procedure Manual.”

9. The Procedural Manual, among other things, set forth specific methods for handling such situations as; Disability, occupational and non-occupational, and Termination, voluntary and involuntary.
10. Employees, such as Lawrence, reasonably are and were entitled to rely on the Procedural Manual in conducting themselves as Employees of Westinghouse.
11. Therefore, Westinghouse is and was obligated to follow the policies, practices and procedures set forth in the Procedural Manual.
12. On or about August 31, 2001, Westinghouse terminated Lawrence as an employee.
13. In terminating Lawrence, Westinghouse breached, violated and/or failed to follow certain policies, practices and procedures as set forth in the Procedural 5B manual.
14. Westinghouse breached the policies, practices and procedures of the Procedural manual, when it terminated Lawrence, as follows:
 - A. Failed to properly place Lawrence on probation, effective September 29, 2000;
 - B. Failed to properly follow and enforce the policies, practices and procedures regarding disability and time off work for medical purposes;
 - C. Failed to properly follow and enforce the policies, practices and procedures regarding involuntary or for cause termination;

D. Failed to properly terminate Lawrence; and

E. Failed to follow the policies, practices and procedures for time worked.

15. The above described failures by Westinghouse constituted independent breaches of the Procedural manual and employer and employee relationship relevant to a specific time frame.

16. The Westinghouse's acts and/or omissions, the breaches, were willful, wanton and intentional.

17. As a result of these breaches, Westinghouse wrongfully terminated Lawrence.

18. As a result of these breaches, Lawrence suffered damages in excess of \$70,000.00.

WHEREFORE, the Plaintiff Christopher Lawrence respectfully requests this Court grant him the following relief:

- A. Special and actual damages in excess of \$70,000.00;
- B. Punitive damages in amount in excess of \$70,000.00; and
- C. Costs associated with the suit, including reasonable attorney fees and such other relief as the Court deems just and proper under the circumstances.

Count 2 – Retaliatory Discharge

1-16 The Plaintiff re-alleges and re-affirms the allegations contained in Paragraphs 1

through 16 of Court 1 of the Complaint at Law as Counts 1-16 of Count 2 of the Complaint at Law, as though fully set forth herein.

17. Lawrence is a well-educated, outspoken African-American.

18. Lawrence often spoke-out on issues, which affected all the employees at Savannah River Site where he worked.

19. Lawrence from time to time advised other employees at the Savannah River Site of their rights and obligations under the Procedural Manual.

20. Lawrence, at the time he worked for Westinghouse at the Savannah River Site, owned and operated his own business.

21. From time to time his business was advertised through the use of public media outlets, such as newspaper, televisions, and radio stations.

22. These advertisements could and were heard by both, the employees and managers at Westinghouse.

23. The fact that Lawrence was out-spoken as herein described caused certain managers at Westinghouse to want to terminate him.

24. The fact that Lawrence owned and operated a business caused certain managers at Westinghouse to be jealous and want to terminate him.
25. Westinghouse through the actions of its employees retaliated against Lawrence by terminating him as an employee.
26. The right to speak out, freedom of speech, is a protected right and public policy protects individuals, such as Lawrence, from being terminated for exercising this right.
27. The right to own your own business is a protected right and public policy protects individuals, such as Lawrence, from being terminated for exercising this right.
28. Westinghouse through the acts and omissions of its employees committed the tort of retaliatory discharge when it terminated Lawrence.
29. As a result of these breaches, Lawrence suffered damages in excess of \$70,000.00.

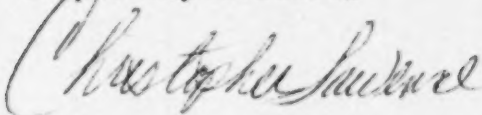
WHEREFORE, the Plaintiff Christopher Lawrence respectfully requests this

Court grant him the following relief:

- A. Special and actual damages in excess of \$70,000.00
- B. Punitive damages in the amount in excess of \$70,000.00; and

- C. Costs associated with the suit, including reasonable attorney fees, and such other relief as the Court deems just and proper under the circumstance;
- D. Special interest as deemed by the Court for the delay of process.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Christopher Lawrence".

Christopher Lawrence

Notarized By:

Date:

APPENDIX BB
MEDICAL RECORDS
SEE PULLOUTS

BB

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

CHRISTOPHER LAWRENCE,

Plaintiff,

Vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC**

Defendant.

Case No. 1:03-484-23BG

STATEMENT OF UNCONTESTED FACTS

Pursuant to the court's order dated June 14, 2004, the parties agreed that the following facts were uncontested. These facts were entered on the record in court on June 14, 2004.

1. Lawrence was first employed by WSRC in 1989.
2. In 1989, Lawrence was given two years service credit for his prior employment with Morrison-Knudsen.
3. WSRC assumed the interest of Dupont Corporation when WSRC took over management of the Savannah River Site (SRS) in 1989.
4. WSRC operates the SRS under a contract with the Department of Energy (DOE).
5. The DOE contract requires WSRC to establish local policies including personnel policies.
6. WSRC has a personnel policy manual called the 5B manual.
7. WSRC uses a system of "contact" to document some interactions between supervisors and subordinates. These can include disciplinary contacts and can also be used to document something positive the employee did or it could be used to caution employee about a management concern.

8. Other types of disciplinary actions used by WSRC include: suspension, probation, final employee commitment, and termination.
9. In 1988, Lawrence had an employment absence related to a buionectomy.
10. He informed his supervisor he would be out of work for eight weeks.
11. The WSRC medical department felt that eight weeks was excessive and advised Lawrence to bring in a doctor's note.
12. The note Lawrence brought in contained restrictions but did not address the issue of return to work.
13. Lawrence also asserted he should not be expected to come to work because he could not drive a manual transmission car.
14. In February 2000, Lawrence's department suffered a reduction in force. Because of his seniority, Lawrence was allowed to transfer to another division.
15. On July 28, 2000 Lawrence was absent from work to get blood work in preparation for a second bunionectomy.
16. When he did return to work Lawrence was excused to home because he said he was being affected by medication.
17. WSRC management and Dr. Botnick (WSRC doctor) documented that they were concerned that Lawrence's outside business was interfering with his WSRC employment. Dr. Botnick made comments about this in Lawrence's employment and medical files.
18. Dr. Botnick's position regarding Lawrence's attendance was skeptical.
19. After Lawrence went out on medical leave related to his second operation, Dr. Botnick began calling Lawrence the week following his surgery to obtain information about Lawrence's leave.

20. Dr. Botnick felt that three weeks leave for the operation should have been more than sufficient for Lawrence to recover.
21. Dr. Botnick located Lawrence's personal physician and found out that Lawrence was going to be evaluated on September 7, 2000.
22. On September 11, Lawrence's supervisor Ralph Thigpen made calls to Lawrence at his home, at his mothers' homes, and his ex-wife's home to obtain information about his leave.
23. When the supervisor reached Lawrence, Lawrence said that the supervisor was not a doctor and could not instruct him to return to work without talking to his doctor.
24. Sometime after September 11, WSRC received a note from Lawrence's doctor that listed working restriction but did not address whether or not he could return to work.
25. Dr. Botnick reached Lawrence on September 12. Lawrence said he was not released by the physician.
26. The September 11 doctor's note given to WQSRC contained only work restriction.
27. Lawrence told his supervisor that he had a medical excuse until October 3.
28. WSRC management wanted the WSRC human resources department to intervene at this point because they said they had pushed the issue as far as they could without guidance.
29. Lawrence did not return to work until September 22, 2000.
30. The day he returned to work, his supervisor found him asleep. Lawrence stated he was asleep due to medication.
31. On September 29, Lawrence was placed on probation.
32. Dr. Botnick did not review, at any time, Lawrence's personal physician's medical file however did call Lawrence's personal physician on several occasions.

33. Lawrence never gave Dr. Botnick his personal medical records.
34. On August 27, 2001, Lawrence called his supervisor to report he would be late due to his son's illness.
35. On August 27, 2001 Lawrence called the WSRC control room to inform WSRC he would be out for two or three additional days due to a sinus infection.
36. Lawrence's supervisor reported to higher management that Lawrence had disobeyed instructions about whom to contact to report absences.
37. Thigpen tried to call Lawrence. Lawrence called his supervisor back. They had an angry conversation during which Lawrence asked his supervisor "Are you a dumbass?"
38. Lawrence's supervisor also raised his voice during the conversation.
39. WSRC decided to terminate Lawrence's employment.
40. On September 1, 2001 Lawrence was escorted off the site by security personnel.
41. Lawrence's termination form is dated August 30, 2001.
42. Lawrence filed a charge of discrimination on July 19, 2002.
43. The EEOC issued a notice of right to sue on September 13, 2002.
44. This lawsuit was filed and served on January 14, 2003.
45. WSRC has a contractual obligation with DOE to follow the DOE contract.
46. WSRC has an internal policy labeled policy 2.9 that contains an exit interview procedure that Lawrence did not receive.
47. WSRC policy 2.9 contains a checkout procedure that Lawrence did not receive.
48. WSRC has a document that employees have been required to sign from time to time that lists conduct that an employee can be disciplined for.
49. There is a DOE Order 350.1 that is referred to in the WSRC/DOE contract.

Respectfully submitted,
MALONE & THOMPSON LLC

S/A Charles F. Thompson Jr.
Charles F. Thompson, Jr. (ID #5969)
Attorney for Defendant
Westinghouse Savannah River Company

1527 Blanding Street
Columbia, South Carolina 29201
(803) 254-3300

Dated this 17th day of June 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

**CHRISTOPHER LAWRENCE,
Plaintiff,
Vs.
WESTINGHOUSE SAVANNAH RIVER**

COMPANY LLC
Defendant.

Case No. 1:03-484-23BG

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing statement of uncontested facts has been served upon Plaintiff by overnight deliver via courier and addressed to:

Christopher Lawrence
2740 Highpoint Road
Snellville, GA 30078

S/A Charles F. Thompson Jr.
Charles F. Thompson, Jr.

Dated this June 17, 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

CHRISTOPHER LAWRENCE,

Plaintiff,

Vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC**

Defendant.

Case No. 1:03-484-26BG

**DEFENDANT'S SECOND MEMORANDUM IN
SUPPORT OF ITS MOTION FOR SUMMARY
JUDGEMENT**

I. INTRODUCTION

Pursuant to the court's briefing order of June 14, 2004, WSRC submits this second brief regarding its motions for summary judgment. It is the WSRC's understanding that the briefing order requires a succinct memorandum addressing only the legal and factual issues necessary to summary judgment. Therefore, this memorandum omits background factual matters stated in WSRC's first memorandum in support of motion for summary judgment. This memorandum also omits the statement of standard for summary judgment. WSRC requests that the court incorporate the original memorandum to the extent necessary to refer to the background of this matter or the standard for review.

II. ARGUMENT

**A. Just Because an Employee Handbook Exists Does Not
Mean There is an Employment Contract**

1. Introduction

Awareness and Reliance: The handbook exception to the at-will employment rule is based on the theory of unilateral contract. *Small v. Springs Industries*, 357 S.E.2d 452 (S.C. 1987). A unilateral contract offer requires that the promissory language in a handbook be manifestly and intentionally communicated to the employee. Only then can an employee accept the offer, and provide consideration, by relying on it and containing to work. *Small*, 357 S.E.2nd at 454. (“Small action in forbearance in reliance on Spring’s promise was sufficient consideration to make the promise legally binding.”) (emphasis added); *Taylor v. Cummins Atlantic*, 852 F.Supp. 1279 (D.S.C. 1994), *aff’d*, 48 F.3d 1217 (4th Cir.), *cert. denied*, 116 S. Ct. 176 (1995)) (the employee **must be aware** of the alleged promise and rely on it.) Therefore, a handbook promise that exists, but the plaintiff doesn’t know it exists, does not alter the at-will relationship.

The Handbook Must Restrict the Right to Discharge: To create a contract, a handbook must also make a promise that the employee is entitled to something related to discharge. This is explained, for example, in the case of *Bookman v. Shakespeare*. Shakespeare’s written policy promised employees it would investigate all complaints of harassment carefully. Bookman got into a fight with a co-worker because the co-worker was sexually harassing her. 442 S.E.2d 183 (S.C. App. 1994). She claimed Shakespeare violated its written promise to investigate all sexual harassment complaints “promptly and carefully.” If they had made a careful investigation, she alleged, the fight would not have occurred. Although the court found that Shakespeare may have breached its promise to investigate carefully, the court held that a promise to investigate “carefully” does not restrict the employer’s right to discharge. Shakespeare was free to terminate Bookman because the “careful investigation”

promise was not a promise that limited Shakespeare's right to terminate at-will.

1 There are many cases from other state that specifically hold an employee must have been aware of the promissory language in the handbook. *Decker v. City Wyandotte*, 2002 WL 31956958 (Mich. App. 2002); *Eerdmans v. Maki*, 573 N.W.2d 329 (Mich. 1997); *Birmingham Parking Authority v. Wiggins*, 797 So.2d 446 (Ala.2001); *Frick v. Univ. Hosp.of Cleveland*, 727 N.E. 2d 600 (Ohio 1999); *Irvin v. Community Bank*, 717 So.2d 369 (Ala. 1997); *Williams v. Precision Coil, Inc.*, 459 S.E.2d (W.Va. 1995); *Rahrs v. Nebraska Public Power Dist.*, 1995 WL 91557 (Neb. App. 1995); *Crisco v. Board of Educ. Of Indian River School Dist.*, 1988 WL 90821 (Del. 1988); *Duldulao v. Saint Mary of Nazareth Hosp. Center*, 505 N.E.2d 314 (Ill. 1987). I could not find any case law contrary to the above cases. Although a South Carolina court has not specifically held awareness is required, separate South Carolina courts have held the employee must continue employment in reliance of the handbook language and, in other contexts, that one cannot rely on something one is unaware of. *Towles v. United Health Care*, 524 S.E.2d 839 (S.C. App. 1999) (must be reliance); and *Williams v. Texas Co.*, 24 S.E.2d 873, 878 (S.C. 1943) (must have knowledge of the facts for there to be reliance).

The South Carolina Court of Appeals reached the same legal conclusion in *Prescott v. Farmers Telephone Co-op., Inc.* (S.C. App. 1997) (rev'd on other grounds 516 S.E.2d 923 (S.C. 1999)). In *Prescott*, the company handbook listed types of conduct that could result in discipline. The Farmers Telephone handbook also promised that employees could have the termination decision reviewed by higher levels of management. Critically, the court held, Prescott did not point the court to any language in the handbook promising pre-termination warnings or other procedures. Therefore, the court noted, the case was unlike previous South Carolina handbook

cases that dealt with promises of pre-termination procedures. A promise concerning review after the decision was made, the court held, did not limit the right to discharge. The court also held that the listing of conduct that could result in discipline, without promising a certain procedure before discipline, did not limit the right to discharge. *See, also Epps v. Clarendon County*, 405 S.E.2d 386 (S.C. 1991) (a handbook that did not address pre-termination procedures did not create a contract).

In every handbook case in which the South Carolina Supreme Court has found a jury question, language in the handbook restricted the pre-discharge procedure. For example, in *Smalls v. Springs*, the handbook stated there would be four warning before discharge and only one was given. 357 S.E. 2d 452 (S.C. 1987). In *Jones v. General Electric*, the disciplinary policy stated that offenses "with *repetition* will lead to disciplinary time off and/or discharge." 503 S.E.2d 173, 183 (S.C. App. 1998). Most recently, in *Connor v. City of Forrest Acres*, the handbook stated "employees shall be treat fairly and consistently," and "discipline shall be of an increasingly progressive nature." 560 S.E.2d 606, 611 (S.C. 2002). The South Carolina Court has never held that the mere recitation of types of discipline, or that promissory language in a handbook that does not relate to the discharge procedure, is enough to create a jury question on an alleged promise to follow certain procedures before discharge.

3. Lawrence's Breach of Contract Allegations

Because his Complaint was vague, counsel for WSRC carefully examined Lawrence in his deposition about what policies he thought were violated. In his deposition, Lawrence stated that WSRC policies were violated because he was denied due process under WSRC policy 2.9, because he was denied an exit interview, and because his discharge was not approved by the WSRC president. (Tab 1, Lawrence pp. 132-

139). Lawrence testified that he did not know of any other policies that were violated. (Tab 1 Lawrence p.139).

In response to WSRC's motion for summary judgment, Lawrence has mentioned other policies, however, has never explained how they were violated. In particular, he has pointed out that WSRC has a rules of conduct (the same as in the *Prescott* case) that lists conduct that can result in discipline.

WSRC Policy 2.9: WSRC Policy 2.9, like the policies discussed in *Prescott*, deals only with the post-termination process. It does not promise any form of process before discharge. (Tab 2). The policy only discussed the administrative process of termination after the termination decision has been made. It contains no substantive promises that limit WSRC's right to discharge. Although Lawrence has vaguely asserted that 2.9 provides him due process, the policy contains no mention of due process or, in fact, of any pre-discharge process. The policy is analytically the same as the policy in *Prescott*.

Both policies deal only with the process of dealing with a terminated employee. Neither promises a pre-termination procedure and therefore neither alters the employee's at-will status.

Lawrence has raised the question of whether or not the WSRC president approved Lawrence's termination. Presidential approval is mentioned in Policy 2.9. Policy 2.9 states that the "[p]resident or designee" approves discharges. Like the approval/review process in *Prescott*, this review is not a pre-decision limitation on the right to discharge. Furthermore, it is uncontested that the president's designee approved Lawrence's discharge. 3.9 clearly states that the president can designate his authority to approve discharges. As the attached affidavit shows, the WSRC president's delegate approved Lawrence's discharge. (Tab 3).

Lawrence also asserts that he was not given the exit interview promised in policy 2.9. Like everything else in policy 2.9m the "exit interview" is a post termination procedure. The interview's purpose is not even to review the grounds for discharge but is, instead, to "deal with the employment relationships of the terminating employee." Therefore, this provision did not alter Lawrence's at-will status.

Other policies: Since WSRC's motion for summary judgment was filed, Lawrence has mentioned other policies. However, he has never explained how those policies restricted WSRC's right to discharge. In any event, in his deposition, Lawrence specified that his breach of contract claim was based on 2.9. (Tab 1, Lawrence pp. 132-139). He specifically testified that there were no other policies he was relying on. (*Id.*) Lawrence cannot create a material issue of fact in opposition to summary judgment by submitting factual assertions that contradict his prior sworn deposition testimony. (*See e.g. Hernandez v. Trawler Miss Vertie Mae, Inc.*, 187 F.3d 432 (4th, 438 (Cir. 1999); *Rohrbowh v. Wyeth Laboratories*, 916 F.2d 970, 975 (4th Cir. 1990); *Barwick v. Celotex Corp.*, 736 F.2d 976, 960 (4th Cir. 1984). As the Fourth Circuit stated in *Barwick*, the utility of summary judgment would be greatly diminished "[i]f a party who has been examined at length in deposition could raise an issue of fact simply by submitting an affidavit contradicting his own prior testimony." 736 F.2d at 960. "[A] genuine issue of material fact is not created where the only issue of fact is to determine which of the two conflicting versions of the plaintiff's testimony is correct." *Id.*

In any event, none of the other policies mentioned by Lawrence alter his at-will status. Most notably, Lawrence points to the "rules of conduct." The WSRC rules of conduct list only the types of conduct that can result in discipline. The rules do not promise any pre-termination procedure.

Therefore, they are exactly like the rules of conduct in *Prescott* and do not limit the right of discharge.

Although he did not testify that it formed a part of his contract claim, Lawrence also complained that he could not be required to report to certain managers about his absences because the attendance policy only mentions management in general. (Tab 1, Lawrence p. 12-13, 20, 100, 111, 129). As above, however, an instruction to report to a specific person is not a restriction on the right to discharge, i.e., WSRC did not promise Lawrence he would not be discharged if he reported to any manager. In any event, the absence of a written statement authorizing WSRC to instruct employees does not contractually preclude WSRC from doing so. An opposite conclusion would empower employees to refuse any instruction not specifically authorized in writing. For example, no policy says do not punch your supervisor in the nose. It is nonsensical to argue that Lawrence was permitted to do so.

Lawrence also complains that he could not be required to return to work if he had a medical problem. However, no WSRC policy promises this. His medical problems had restrictions, not work exclusions. In any event, his termination was ultimately caused by repeated refusal to act as instructed.

B. Lawrence is Procedurally Barred from Asserting a Racial Discrimination Claim

Under Title VII of the Civil Rights Act of 1964, a prerequisite to filing a lawsuit claiming racial discrimination is to file a charge of discrimination with the EEOC or the state agency equivalent. This charge must be filed within 300 days of the alleged discriminatory act. 42 U.S.C. § 2000e-5(e)(1). Following the EEOC's conclusion of its investigation, a lawsuit must be filed within 90 days of the receipt of an EEOC right to sue letter. 42 U.S.C. § 2000e-5(f)(1). Lawrence filed his charge of discrimination on July 19, 2002. This was 350

after his termination. His charge was therefore untimely. The EEOC issued a notice of right to sue on September 13, 2002. Lawrence testified that he did receive the notice in September. (Tab 1, Lawrence p. 147). This lawsuit was filed January 14, 2003. This is 112 days after issuance of the notice of right to sue and, even if Lawrence received the notice on the last day of September, he was well beyond the 90 day limitations period. For these reasons, Lawrence's claim of racial discrimination is untimely.

C. In Any Event, Lawrence Cannot Meet the Standards of Proof for a Racial Discrimination Claim.

In any event, to establish claim of discrimination, Lawrence must initially show direct evidence that race was a reason for his discharge or he must present a prima facie case of discrimination. See, e.g., *Evans v. Technologies Applications & Service Co.*, 80 F.3d 954, 959(4th Cir. 1996) ("To meet her burden on summary judgment, Evans might have offered direct or circumstantial evidence, or proceeded under the proof scheme set forth in *McDonnell Douglas Corp. v. Green*.").

There is no direct evidence of discrimination. To establish a prima facie case of racial discrimination (among other things) Lawrence must show either that he was replaced by someone outside the protected class or that he was treated differently from similarly situated white employees. See, e.g., *Cook v. CSX Transportation Corp.*, 988 F.2d 507 (4th Cir. 1993) (citing *Moore v. City of Charlotte*, 754 F.2d 1100 (4th Cir. cert. denied 472 U.S. 1021 (1985))). Lawrence has no evidence concerning who replaced him nor does he have any evidence a similarly situated individual was treated differently from him. That is because no employee was similarly situated. Satisfying this method of proving discrimination requires Lawrence to compare himself to an individual who committed the same offenses and who had a similar history. See, e.g., *Mitchell v. Toledo Hosp.*, 964 F.2d 577, 583 (6th Cir. 1992) (to be

similarly situated, individuals must have same supervisors and must have engaged in the same conduct without differentiating or mitigating circumstances) (cited in *Edwards v. Newport News Shipbuilding*, 166 F.3d 1208 (4th Cir. 1998) (unpublished)); *Roberts v. General Electric*, 1 F.3d 1234 (4th Cir. 1993) (comparator was not terminated for the same offense); *Cook v. CSX Transportation Corp.*, 988 F.2d 507 (4th Cir. 1993) (must be a comparator who committed "conduct of comparable seriousness."). Therefore, Lawrence's discrimination claim fails because there is no evidence of different treatment of an employee in very similar circumstances.

D. Lawrence Has Admitted He Has Failed to Mitigate His Damages

A terminated employee has a duty to mitigate his damages by seeking other employment to replace his lost wages. *Miller v. AT&T Corp.*, 250 F.3d 820, 838 (4th Cir.2001); *Corbin on Contracts*, §1095. In blatant cases, a failure to mitigate warrants a dismissal of the entire matter. This is such a case. In his deposition, Lawrence admitted that he did not want to increase his income because he would then have to pay more child support. (Tab 1 Lawrence 159). He also testified that he disposed of his interest in this clothing store because the judge in his divorce case thought he was hiding business records to shield his income. (Tab 1 Lawrence p. 157-158). He admitted he was not seeking jobs that would take him beyond "a minimal amount of money." (Tab 1 Lawrence p. 159). Lawrence therefore has deliberately and completely avoided his duty to mitigate. If, as here, a plaintiff completely fails to mitigate, he is totally barred from recovery and the defendant is entitled to complete summary judgment (not just exclusion of some damages). *Bosalina v. Lever Brothers Inc.*, 849 F.2d 604 (4th Cir. 1988) (unpublished) (citing *Brady v. Thurston Motor Lines.*, 753 F.2d 1269, 1278 (4th Cir. 1985)).

CONCLUSION

For the reasons set forth above, WSRC therefore respectfully requests that the court grant its motion for summary judgment as to all of Lawrence's claims.

Attorneys for the Defendant,

S/A Charles F. Thompson Jr.

Charles F. Thompson, Jr.

Michael D. Malone

Malone & Thompson, LLC

1527 Blanding Street

Columbia, S.C. 29201

903-254-3300

This the 24th day of June 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

CHRISTOPHER LAWRENCE,

Plaintiff,

Vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC**

Defendant.

Case No. 1:03-484-23BG

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the forgoing defendant's second memorandum in support of motion for summary judgment has been served on Plaintiff by overnight delivery, postage prepaid via courier and addressed to:

Christopher Lawrence
2740 Highpoint Road
Snellville, GA 30078

Dated this June 24, 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

**CHRISTOPHER LAWRENCE,
Plaintiff,**

Vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC
Defendant.**

Case No. 1:03-484-26BG

**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO
DEFENDANT'S SECOND MOTION FOR SUMMARY
JUDGEMENT**

Pursuant to the Court's briefing order of June 14, 2004, and the Court's instructions, the Plaintiff submits this memorandum in opposition to WSRC's motion for summary judgment. It is the Plaintiff's position that the Defendant did not follow the Court's instructions. New material has been added to Defendant's second brief; this material was not part of the discussion before the Court nor was it included in the Fact Statements filed with the Court of June 17, 2004. Defendant improperly added the following contested matters to the list of uncontested matters.

1. All references to Plaintiff's mitigation of damages.
2. All references to alleged racial discrimination claims.

Plaintiff asks the Court to review hearing tape in which the uncontested facts were agreed. Defendant changed item 18 from "Dr. Botnick's position regarding the Plaintiff's attendance was negative" to "Dr. Botnick's position regarding Plaintiff attendance was *skeptical*." Defendant changed item 49 by omitting "and is incorporated into" which modifies the

meaning of the statement. The similar in item 16 Defendant omitted "by WSRC's medical department". In item 17 Defendant omitted 'made documented statements' which implies that the statements were unsubstantial. The intended effect of each of these omissions is to diminish the animosity that Dr. Botnick directed toward the Plaintiff. This animosity gives-rise to the underlying causes which staged the inappropriate termination of the Plaintiff. While Plaintiff does not argue that his dismissal was based on racial discrimination, the Plaintiff does argue that racial animus was a motivating factor for Dr. Botnick (and for Ralph Thigpen).

Plaintiff wishes the Court to use as a key reference the relevant material from Plaintiff's filing on February 4, 2004. Supplemental Amendments to Plaintiff's Responses to Defendant's Summary Judgment, February 29, 2004, Plaintiff Responds to Defendant's Reply Against Supplemental Amending Responses, and January 19, 2004, Plaintiff's Response to Defendant's Memorandum in Support of its Motion for Summary Judgment.

**PLAINTIFF DISPUTES DEFENDANT'S POSITION
RELATIVE TO PLAINTIFF'S ARGUMENT THAT
JUST BECAUSE AN EMPLOYEE HANDBOOK EXISTS
DOES NOT MEAN THERE IS AN EMPLOYMENT
CONTRACT**

WSRC entered into A \$345,000,000,000 contract with the Department of Energy to manage and operate the Savannah River site. One of the conditions of the WSRC-DOE agreement was WSRC's obligation to create appropriate conditions of employment for a work force which was technical, experienced and stable. As part of their agreement with DOE, WSRC published several manuals outlining the relationship between WSRC and its workforce. Plaintiff contends that the "5B Manual" and all of its sub-parts (i.e. Section 2.9, 2.12, 2.24, 3.6, 3.13, and 3.15) together with other

publications are part of the contract of employment created by WSRC to protect its position with DOE.

Defendant argues that Plaintiff cannot rely on a particular clause or provision of the 5B manual (or other manuals) unless Plaintiff has read the clause and then comported his behavior to the provisions of the clause. This argument goes directly against the South Carolina Supreme Court's holding in Small v. Spring Industries, 357 S.E.2d454 (South Carolina 1987). In *Spring*, the Court specifically considered the unilateral contract nature of the relationship and held that, since the company drafts the documents and unilaterally states all of the provisions, the employee's only obligation is to perform work under the agreement. The company is then bound by the provisions it drafted. Defendant's argument is a mis-reading of the *Spring Industries* holding. The *Spring Industries* holding has been re-affirmed in Kumpf v. United Telephone, 429 S.E.2d869 (S.S. Court of Appeals 1993) and Williams v. Reidman, 529 S.E.2d28 (S.C. Court of Appeals 2000).

Following the *Spring Industries* reasoning, a jury decides which documents form the employment contract between Plaintiff and Defendant.

Once the documents are identified it is a question of law for the judge how the particular provisions are to be interpreted. Plaintiff argues that certain elements of the DOW-WSRC agreements (DOE Order 350.1) are part of the employment contract because they obligate WSRC to implement a suitable work environment. Plaintiff argues that the 5B Manual (and its condensed version, the Employee Handbook together with the Rules of Conduct) is part of the employment agreement. Plaintiff argues that the 8Q and 5Q Manuals are part of the employment contract because they define certain safety standards and procedures which are an integral part of the work environment. Defendant's argument, if taken to its logical conclusion, would mean that every employee would have to read and understand every provision of these various

documents to have any claim for unjust termination. Not only is this ignorant on its face, but also would make a mockery of the South Carolina law.

WSRC STAGED PLAINTIFF'S TERMINATION MOTIVATED BY BOTNICK'S PERSONAL ANIMUS

WSRC medical doctor Robert Botnick strongly desired to terminate plaintiff's employment which was motivated by personal animus and not by professional medical opinion. (See Botnick's negative comments in plaintiff's medical file and employment file in plaintiff's Supplemental Amendments to Plaintiff's Response to Defendant's Summary Judgment filed court date 02/04/04, page 4, middle paragraph starting at if it had been left up to Botnick to page 5,6,7 to the middle paragraph ending at performed on 08/03/00)

Botnick reported to WSRC management that there was no evidence of his contacting us relative to foot surgery. (See Botnick's deposition on page 51,52,53 and 54) (see Botnick's dep. On pages 21 line item 7 to through page 23 ending at line item 17) This material is referenced at bottom of page 3 third sentences to top of page 4 ending at (Tab 82 WSRC Law 380 in the plaintiff's 02/04/04 filing to the court titles as Supp. Amendments to Plaintiff's Response to Defendant's SMJ. See (SAPR).

(c) Botnick's comments regarding plaintiff's business activities (See plaintiff's Supplemental Amendments to Plaintiff's Response to Defendant's Summary of Judgment filed court date 02/04/04, page 3 middle paragraph to page 4 top paragraph to the statement of Medical was notified) See (SAPR). WSRC uncontested these factual statements on June

14, 2004. See point # 20. Botnick under oath testified he never spoke to plaintiff's doctor but his medical notation on 08/15/00 contradicts his testimony under oath. (see Botnick dep. Page 24 line item 3 through page 25 line item 8) Botnick admits under oath that he has been known to make errors on occasion and what he believes on this own personal animus against the plaintiff. (See Botnick's dep. On page 25 line items 9 to 21)

Botnick's personal animus forces plaintiff back to work before certificate of disability states. (see Botnick's dep. pages 25 line item 22 through page 28 line item 21) Botnick's personal animus against the plaintiff provided input for placing the plaintiff on probation. (see Botnick's dep. pages 29 line item 23 through page 30 line item 16) Botnick's personal animus against the plaintiff contradicts what he earlier stated to the court and to the plaintiff's management of no evidence given for surgery. (See Botnick's dep. pages 31 line items 15 through page 32 line item 5) Botnick's open admission further shows personal animus against the plaintiff referring to targeting. (See Botnick's dep. pages 37 line item 17 through page 38 line item 1 to 17) Botnick's personal animus against the plaintiff caused him to ignore the plaintiff's medical condition and plaintiff's physicians notes. (See Botnick's dep. pages 39 line item 1 through line item 9) (See Botnick's dep. page 39 line items 25 through page 40 line items 1 to 8) (See Botnick's dep. page 40 line item 13 through page 43 line item 11); Botnick's personal animus against the plaintiff violated WSRC policy on disability that consequently breached the Family medical leave Act. (See Botnick's dep. page 43 line item 19 through page 44, and 45 line item 22). Dr. Botnick's own personal animus against the plaintiff drove him to make calls to the plaintiff's business and document statements concerning the plaintiff's personal vehicle. (See Botnick's dep. pages 45 line item 25 through pages 46,47,48, and 49 ending at line item 24). Botnick's personal animus goes beyond WSRC established and approved policy for disability.

(See Botnick's dep. page 51 line item 2 through page 52 line item 1 to 25).

Because of Dr. Botnick's personal animus against the plaintiff, his decisions were solely based on the plaintiff's business, car parked at plaintiff's business, and his personal dislike towards the plaintiff as documented and uncontested by WSRC.

Botnick's personal animus against the plaintiff can be summarized in his notation. (see plaintiff's book 1, tab 36, exhibit 126) this shows Botnick's dislike, unbelief and discredit of the plaintiff's medical condition.

All references from Botnick's Deposition taken on 11/12/03 are located as followed:
(pages 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, and 52 are located in the plaintiff's book 1, tab position 50 filed in Court on 01/19/04 page 24 and 25 is located in plaintiff's book 1, tab, tab positions 18 and 19 that was also filed in Court on 01/19/04). See (PRDM) Page 54 is located in plaintiff's book 3, tab position 82, filed in Court on 02/04/04). See (SAPR)

THIGPEN'S PERSONAL ANIMUS AGAINST PLAINTIFF AND THIGPEN'S DISCIPLINARY PROBLEMS

Ralph Thigpen, WSRC first line supervisor who desired to terminate plaintiff's employment which was motivated by personal animus not by company policy (i.e. involvement relative to plaintiff's contacts), (negative comments during first meetings) (conversation on 8/27/01) (Thigpen's personal disciplinary problems) and the negative attitude and terminology used by Thigpen.

Although Westinghouse conceded to the extent of the plaintiff's dispute they did not fully recognize Thigpen's inappropriate behavior, intimidation, and communication

issues in their memorandum in response to the plaintiff's statement of contested facts filed to the court on June 22, 34. Westinghouse altered the relevance of the plaintiff's disputed points of Thigpen's behavior.

Thigpen admits to the count under oath he displayed inappropriate acts which include intimidation (See Thigpen's dep. Page 3 line item 16 through page 4 line 1 to 4) Thigpen received yet another contact for inappropriate behaviors, intimidation and abuse towards WSRC employees and managers. (See Thigpen's dep. Page 4 line item 6 through line item 10) Because Thigpen's history of abuse, intimidation, and communication problems with conflict, HR recommends he be removed from the supervisory position. (See Thigpen dep. Page 4 line item 13 through page 5 line items 1 to 12). Thigpen's abusive behavior disciplinary problems are supported by WSRC shift managers (SOM's). (See page 6 line item 6 through item 12) Thigpen's personal animus against the plaintiff drives him to provide negative information to his managers. (See Thigpen's dep. page 6, line item 23 through page 7 line items 1 to 12) Thigpen's personal animus against the plaintiff had negative meetings and used intimidation language toward plaintiff. (See Thigpen dep. page 14 items 5 through page 16 line item 18) Thigpen still continued to intimidate by cursing and using abusive language as a part of him having chronic disciplinary problems. (See Thigpen's dep. page 16 item 19 through page 18 1 to 9) Thigpen, after receiving warnings from upper management still continued to curse, intimidate plaintiff and WSRC employees. (See Thigpen dep. page 18 items 10 through page 21 item 25) Thigpen had boasted of situations which involved terminations of WSRC employees and military personnel. (See Thigpen dep. page 22 item 7 to 13) Thigpen's personal animus against plaintiff was displayed when he instructed the plaintiff to return to work from approved medical disability without proper guidance from plaintiff's physician. (See Thigpen dep. page 22 item 17 through 21) Thigpen's personal animus

against the plaintiff drives him to order the plaintiff to return from approved disability even after knowing the plaintiff's medical circumstances. (See Thigpen dep. page 23 item 5 through 12) Thigpen's personal animus against the plaintiff caused him to testify under oath of a making harassing phone calls to the plaintiff. (See Thigpen dep. page 23 item 13 through 18) She Thigpen dep. page 24 item 6 through item 14) Thigpen admit to having major issues in the area of personal conflict and communication, complaints and grievances filed. (See Thigpen dep. page 24 item 15 through pages 25, 26, and 27 item 1 to 21) Thigpen's area of conflict, abusive language, and threatening actions were recorded by WSRC supervisor during a confrontational aggressive showing of Thigpen's behaviors which he absolutely admitted to under oath. (See Thigpen dep. page 29 item 9 through 19) and (See Thigpen dep. page 30 line item 11 through 21) Thigpen's personal animus against the plaintiff with the most chronic display of intimidation, boasting, cursing with disregard to WSRC's Rules of Conduct that can be displayed and yet he admits to the court these actions without remorse. (See Thigpen dep. page 30 line items 22 through pages 31,32,33,34 line items 1 through 22) WSRC managers Julie Dunning, Carlton Travis, and Matthew Miller all documented Thigpen's inappropriate and intimidating behavior. (See Thigpen dep. pages 36 line items 15 through pages 37,38,39,40 and 41 line item 1 through 16) Thigpen's personal animus against the plaintiff created an adverse condition on August 27, 1002 by Thigpen yelling over the plaintiff's conversation which was typical intimidation Thigpen often displayed. (See Thigpen dep. page 4 through pages 42 line item 1 through 3) Thigpen's host of disciplinary problems involved an alleged incident (sexual act) in WSRC's work area know as the blister area. (See Thigpen dep. page 43 line items 18 through page 44 line items 1 through 7) Thigpen's ownership of disciplinary problems in all fairness rises to the level of termination for the many reports brought against him involving personnel conflict, intimidation, cursing employees and managers. (See Thigpen dep. pages 44 line

items 8 through pages 45 and 46 through line items 10) (See Thigpen dep. pages 47 line items 7 through pages 48,49, and 50 line items 1 through 6) Thigpen's major disciplinary problems fell on deaf ears relating to WSRC acting appropriately. (See Thigpen dep. pages 50 line items 7 through page 51 items 1 through 14). In addition to the deposition questions showing Thigpen's personal animus against the plaintiff and Thigpen's host of chronic disciplinary problems, the plaintiff wishes the court to see all points from 12 through 16 of referenced relevant material submitted to the court regarding Thigpen in the plaintiff's brief statements of fact filed 6/17/04. Thigpen's personal animus against the plaintiff reported untruth to Dave Olson concerning plaintiff's son medical condition and the plaintiff's conversation of 08/27/01. Plaintiff's position was one which his son was in University Hospital on the night the plaintiff's work shift returned for scheduled days off. The plaintiff requested to remain at hospital until wife relieved him. This was on 08/25/01 instead of what is portrayed regarding the dates, (See plaintiff's book 2, tab 89 exhibit 258A third number. Filed in Court 02/04/04) (See SAPR)

It was two days later that the plaintiff was absent supported by a medical excuse. Thigpen's disciplinary problems are supported by Earl Brass, a level manager at WSRC (See Brass Deposition Book 1 tab 16 exhibit 70 page 4, line items 18-25, exhibit 71 page 5 line items 1-25, Exhibit 72 page 6, line items 1-25, Exhibit 75 page 11, items 1-25 and exhibit 76 page 12, item 1-25, filed court date 01/19/04(See (PRDM)

Seaborne Warren and Ralph Thigpen's conversed of breaking up Plaintiff's disability. (See affidavit of Reginald Forrest in Book 3 tab 76 exhibit 280 last paragraph, filed court date 02/04/04) See (SAPR)

All referenced material related to Thigpen's deposition that was taken under oath on 11/12/03 is located in the plaintiff's

book 1, tab position 1, filed to the court on 01/19/03; See (PRDM)

See pages of relevance:

3,4,5,6,7,14,15,16,17,18,19,20,21,22,23,24,25,26,27,29,30,31, 32,33,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50 and 51)

**WESTINGHOUSE HUMAN RESOURCES
REPRESENTATIVES
NEGATIVE POSITIONS**

WSRC'S Human Resources manager Bill Soloko pushed toward plaintiff's termination and requesting management to use specific phrases within the stages probationary contact terminology that would adversely and negatively be used against the plaintiff referred to as phraseology. (See plaintiff's books 3, tab 77, and exhibit 283 filed in Court on 02/04/04) See (SAPR) Bill Soloko, a HR manager documents in the plaintiff's employment file ("I'm told he sells this original, personally designed ties at Lionel Smith. Do you have any with his own label?" (See plaintiff's book 3, tab 78, WSRC memo's Kawr 360, 474, 475; filed in Court on 02/04/04) See (SAPR) The defendant has argued the request was WSRC relevant due to the investigating the plaintiff's conduct during his absence. The plaintiff disputes WSRC position based on the context of the note referring to the plaintiff's personal designer ties. Another WSRC's HR Representative, Robert Moody, sent e-mails to Lorri Lott and Dave Olson which was also negative and adverse and adverse to the plaintiff's employment without discussing the allegations with the plaintiff's. Robert Moody documents Chris turned up the heat on his management. They now want to shoot for termination. I am going to call Chris today and get his side of the story. We may want to jump right to termination. (See plaintiff's book 3, tab 96 WSRC -Lawr 670; filed Court on 02/04/04) See (SAPR)

**DAVE OLSON DOCUMENTS UNTRUTHS
REGARDING PLAINTIFF'S
ABSENCES**

Dave Olson, the operation manager, sent notes to Bill Sokolo, Leroy Myrick, of HR. and to the Vice and President of Nuclear Management Material Division (NMMD) Frank Jordan and Jim French expressing strong discontent referring to the plaintiff's absence relating to his business. Point being, WSRC has had a comprehensive handbook descriptively called 5B Manual (specifically 2.12 and 2.24) that allows for approved absences or time off without pay which the plaintiff met.. Olson's memo stated ("When do we move to the next level of discipline with Mr. Lawrence? He will have missed 2 shifts absent without pay (May 30 and now June 5) since the informative contact we gave him 2 weeks ago, when he ran out of time bank time (vacation) and had dipped into the AWP (absent without pay) for >20 hours YTD. I cannot continue to invest the amount of time required in this one operator to get him qualified and available for shift work if he won't come to work on a regular basis. We need to get his attention so he can decide which has priority, his SRS employment or his clothing business. On a different memo to the same WSRC personnel referring to the plaintiff's same absence, Olson documents on 06/05/2000 ("Today's absence is unexcused without pay. What is the next level of discipline I need to take with Mr. Lawrence - corrective contact, corrective with some time off, or higher? Please let me know. The plaintiff's position regarding Olson's false statement is as such; Steve Williams; Dave Olson's Deputy Manager approved the plaintiff's absence without pay. (See Plaintiff's book 3, tabs 83 exhibit 114, and bottom memo from Williams on 06/02/2000 filed in Court on 02/04/04) See (SAPR). The plaintiff's position regarding the May 30, 2000 absence, is his son was in University Hospital from 05/27/00 to 05/31/00. The WSRC 5B Manual also allows for dependent care. (See plaintiff's book 3, tab 89 exhibits 258A, and the third page from front

regarding son's medical condition. Filed in Court 02/04/04) See (SAPR) To further show the plaintiff's absences were not as Olson portrayed them to be to his senior level management and HR, see (plaintiff's book 1, tab 30, exhibits 102 and 103.) This document accounts for plaintiff's absences and how and what pay status used, and the noted reason for absences filed in Court on 01/19/04). See (PRDM) The relevance of material submitted from Botnick, Olson, WSRC's HR Representatives, and Thigpen show they were not truthful and participated in staging of plaintiff's termination.

PLAINTIFF'S TERMINATION WAS NOT STATIONED AND IMPROPER

The termination process occurred while the Plaintiff was on his scheduled shift time and days off; in addition the plaintiff had a doctor's excuse. (See Book3, tab 93 exhibit 365, calendar of August 2001 calendar has the plaintiff off on 28th, 29th, and 30th) (See Book 3, tab 96 item identified as WSRC - Lawr Plaintiff termination notice and meeting was conducted 08/29/01, filed court date 02/04/04) See (SAPR) (See Book3, tab 96 items identified as WSRC- Lawr 679 and 680 shows further that WSRC staged termination of plaintiff without any prior knowledge, while the plaintiff was scheduled off. (Note date of August 30, 2001 on documents) (Filed court date 02/04/04) See (SAPR). At the court deposition Dave Olson denied that a phone conversation between himself and Plaintiff had taken place regarding Ralph Thigpen's behavior and the Plaintiff's absence (See Book3 tab 93 exhibit 367 and Dave Olson's deposition under oath in Book 3 tab 94 page 12, line items 14-17 and line item 23- 25. filed court date 02/04/04). See (SAPR)

OPERATOR'S PROTOCOL IN THE EVENT OF ON AND OF JOBS EMERGENCIES

Operator's protocol is such that notification is to be given to the control room in the event of emergency, absence or conditions that warrant the employee not being able to report to work. (See Book3, tab 85 exhibit 93 and 94 filed court date 02/04/04, note this specific situation that the plaintiff's request for time off had been approved without supervisor's consent); See (SAPR).

The WSRC'S 5B manual instructions are the controlling document for reporting off shift emergencies. The plaintiff's position is such that the term "management personnel" applies to anyone in management capacity within the NMMD department. The information conveyed on August 27, 2001 by the plaintiff was in line with policy and the control room note taken by Bruce Cane and given to David Nasson (management staff) and the other manager, then the note was given to Thigpen.

THE TERMINATION OF PLAINTIFF IS UNSUPPORTED BY WSRC'S PRESIDENT AND VICE PRESIDENT

Termination of plaintiff is unsupported by WSRC President or Vice President and in violation of company policy as stated in the 5B manual. (a) Hierarchy of termination procedures, (b) Plaintiff treated different than others with similar situations (Citation of request from the plaintiff for limited additional discovery), (c) Disciplinary contact conditions were satisfied, but WSRC still terminated plaintiff's employment) (if designated, no inferences identity or show who individual is or who was acting in place of the WSRC President or Vice President) (See book3 tab 95 WSRC procedure practice 2.9 Rev. 6 for termination page 4 of 11, top section sentence paragraph, file court date 02/04/04) See (SAPR)

The defendant has held throughout their summary of judgment that WSRC President or designee may approve employee's termination. The Defendant improperly adds that the issue of

the president approved plaintiff's discharge is uncontested. The plaintiff's position relevant to the 5B manual is the only uncontested fact. WSRC on page 6 of their second summary of judgment still holds the position that by the affidavit of Lorrie Lott the president delegated approving the plaintiff's termination.(see plaintiff's book 3 , tab 83, Lorrie Lott's un notarized Affidavit signed on December 1, 2003)

Plaintiff disputes the Defendant's position.

1) Not material of fact existed to the Court or plaintiff that shows an approval by either WSRC's president or vice president

2) The affidavit of Lorrie Lott is an attempt to cover for WSRC breach of contract.

3) Notice during Dave Olson Dep. on November 12, 2003, pages 35 line item 23 through page 36, as a participant, he states under oath that the president office was involved to confirm the plaintiff's termination. Mr. Olson never sates any name or even if a designee was acting on the behalf of the president.

4) The plaintiff's position shows all relevant signatures of personal involved in the plaintiff's termination. There is no signature of this infamous designee. For a decision of this magnitude would always require accountability due to the effects of an employee life, family, livelihood.

5) Lott's recollection of events is after the fact. Lott's Affidavit is incorrect and untruthful. The plaintiff directs the court to book 3, tab 83, WSRC memos WSRC Lawr 679 and 680. Both documents show the plaintiff was terminated on August 30, 2001 contrary to Lott's sworn Affidavit of August 31, 2001.

6) WSRC' uncontested the plaintiff's termination form was dated August 30, 2001.

THE EFFECTS OF IMPROPER TERMINATION

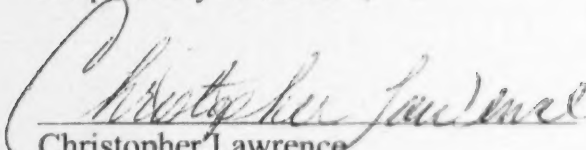
WSRC did not follow their own policies created in the 5B, 5Q, and 8Q manuals for terminations. (See plaintiff's book 3, tab 950. WSRC admitted to the court that the plaintiff did not receive an exit interview or a checkout interview. The plaintiff didn't receive prior notice of termination, and the plaintiff was on his shift scheduled days of during his termination. WSRC admitted in their uncontested facts point 45, point 46, point 49, point 5, and point 6 of relevant subject matter. The plaintiff asserts that the conditions were continuously met regarding inappropriate probationary contacts. Why was termination an option or choice by WSRC management and staff if the conditions were met?

PLAINTIFF'S DAMAGES

The plaintiff asserts that WSRC actions of animus have been willful and wanton without regards to their own policies and the contractual agreements established with DOE. Wherefore the plaintiff prays that the Defendant's second summary judgment be denied and that this case is scheduled for trial such that the plaintiff recovers:

- (a) Lost wages, back wages, and front wages.**
- (b) Present values of future retirement benefits**
- (c) Medical cost and benefits**

Respectfully Submitted,


Christopher Lawrence

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678 344 4518

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

**CHRISTOPHER LAWRENCE,
Plaintiff,
Vs.**

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC
Defendant.**

Case No. 1:03-484-26BG

CERTIFICATE OF SERVICE

This is to certify that I have date served a copy of the Plaintiff's Memorandum in Opposition to Defendant's Second Motion for Summary Judgment in accordance to the Court order dated June 14, 2004.

To: Charles F. Thompson, Jr.
Attorney for the Defendant
Westinghouse Savannah River Co.

LLC

1527 Blanding St.
Columbia, S.C. 29301
(803) 254-3300

From: Christopher Lawrence
Pro Se
2740 Highpoint Rd.
Snellville, GA 30078
(404) 277-0383

By depositing copy of the same by way of Federal
Express Courier overnight to assure proper prepaid delivery.

This ____ 1st ____ day of July ____, 2004

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

CHRISTOPHER LAWRENCE

PLAINTIFF

vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC.
DEFENDANT,**

CAUSE FILE NO 1:03-484-27BG

**MEMORANDUM OF OBJECTIONS TO THE
MAGISTRATE JUDGE'S REPORT AND
RECOMMENDATION**

This relation of partisanship and being partial toward the Defendant's counsel and their motion for Summary of Judgement, the Plaintiff objects and submits this memorandum in support of the Court's errors in understanding the material basis, facts, and the arguments of this case that set forth the predicates which ripen not for a summary motion but consideration for trial by jury. The Plaintiff objects to the Judge's (R&R¹) as being an advocate and partisan whom he should recuse himself from further instruction in this case for not being fair.

In understanding the Court's position and acting as an advocate, the following points:

1. Denying all Plaintiff's motions, setting forth strict time constraints that which recognized only attorneys. (See SAPR¹ filed 02/04/04. p.1 and 2)
2. Responding to Thompson's initial Summary of Judgment filed on January 5, 2004 versus the Plaintiff's filing, allowing only 15 days for an appropriate Plaintiff's response. This allowed loopholes in favor of counsel.
3. The Defendant's counsel willingly violated and disregarded the Court with reference to the Conference Scheduled Order relating to discovery issues under Rule 26 (see answering Plaintiff's request exhibit 35 and exhibit 36 for Court)
4. Undisputed facts became part of the Court record on June 14, 2004, however the Defendant stated he had inadvertently used an incorrect word **skeptical** as opposed to the word **negative**, wording was allowed to be changed for the purpose of diminishing the content and meaning, and the Court allowed the change and viewed it as an inadvertent oversight by Defendant's counsel.
5. The Judge's treatment towards the Plaintiff is very antagonistic quoted by Defendant's counsel during the mediation hearing.
2. The [magistrate judge] drafting his (R&R¹) and introducing disputed material from the Defendant's Summary Judgment as if the material was true and undisputed.

Plaintiff's references previously submitted document are noted below.

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- 1) Plaintiff's Response to Defendant's Memorandum filed date 01/19/04 as :(RDM)
 - 2) Plaintiff's Supplemental Amendments to Plaintiff's Response filed date 02/04/04 as: (SAPR).
 - 3) Defendant's Motion For Summary Judgment filed date 01/05/04 as :(DMSJ)
 - 4) Response to Lawrence Allegations of Errors filed date 07/06/04 as (RLAE) 5) Plaintiff's Memo in Opposition to Defendant's Second Summary Judgment filed date 07/01/04 as:(PMODSS)

6) Court Briefing Order file date 06/14/04 as: (BO) 7) Plaintiff's Supplemental Brief filed date 05/24/04 as: (SB) 8) The Court Report and Recommendation filed date 07/19/04 as: (R&R).

9) Plaintiff Responds to Defendant's Reply, filed on 02/29/04 as (PRDR)

During the Court's (BO¹) pm June 14, 2004 the Judge allowed the Defendant to gain advantages by only allowing the Plaintiff to submit a brief in opposition to the Defendant's second memorandum for Summary of Judgment filed June 24, 2004. While the Order specifically allows the Defendant to state a position, receive a response, then file an additional memorandum without the Plaintiff having the opportunity to do the same. See the Court's (BO¹) entered on June 14, 2004. In addressing the Court's (R&R¹) filed on 07/19/04 (see page 4 of 30 first two paragraphs). The Plaintiff **objects** to the Judge's (R&R¹) referring to (Fact at ¶6), the Plaintiff contrary to the Judge's allegations did introduce more than 2.9 as a part of the 5b manual. (See page 3 top paragraph beginning at the Plaintiff **contends** and ending at **DOE** in Plaintiff's PMODSS¹) filed on 07/01/04. In **objecting** to the Court's (R&R¹) **Factual Background** information, the Plaintiff asserts that on page 6 of 30, the Judge switched from the Statement of Uncontested Facts in this case to points that are contested and should not be used as a balance to state the favorable points for the Defendant. Arguably, this transition is an attempt to show partisanship and advocacy referencing the Defendant's second brief; points relevant to year 1989 through and up to 1999 that were previously stated were **abandoned**. The Judge aiding counsel for the Defendant carefully constructed his (R&R¹) and did so go contrary to what he specifically communicated on 06/14/04. WSRC in its second Memorandum filed on June 24, 2004 does not raise the issues that the Court specifically warned against at the beginning of the hearing on June 14, 2004 and reiterated again at the close of the hearing. Counsel for the Defendant in fear of not complying with the Briefing Order abandoned material dated 1989 through 1999. The

Plaintiff noted (exhibit 37) to the Court on June 23, 2004 reminding that it warned against this immaterial of irrelevance, the Defendant in its second memorandum states clearly on page 1 that his memorandum addresses only the legal and factual issues necessary to Summary of Judgment. (See Defendant's second summary filed) ***the Plaintiff strongly objects to the Court rewriting and adding what the Defendant abandoned and the Court warned against.***

During the Court briefing on June 14, 2004 the instructions from this appointed Judge conveyed that he was not interested "in material related back to 1996, but rather those facts related to the year of 2000 up to present." (See tape of hearing on June 14, 2004) However the Court contradicted its position by adding immaterial dating from 1989 to 1999. The Court included the uncontested facts along with the Defendant's Summary for Judgment motion. In all fairness to the Pro Se litigant the contested facts from the Defendant's Summary for Judgment motion are disputed, however this Court has reached a legal conclusion from this Summary. Point being a legal conclusion cannot be determined based on contested untrue facts. **A jury must decide what determinate factors give rise to a legal conclusion.**

Defendant's motion for summary of judgment points are disputed and objected to for all material dated from page 5 of 30 and 6 of 30 of the Courts R&R starting at

(15 see fact at ¶13 in 1989 to page 7 of 30 stopping at performance review.²²)

Pages 6 of 30 and 7 of 30 are questions for a jury to decide. If the Court wishes to consider the Defendant's points from 1989, the Court in fairness (**which has not been the case**) should consider and list the Plaintiff's disputed facts filed and references of specific dispute relevant to the 1989 to 1999 dates in the Defendant's Memorandum of Summary. The Judge is not fair and is partial against Pro se litigants, not one single disputed fact from the Plaintiff's Brief Statements of Disputed Facts filed on July 1, 2004 were listed by this Court (R&R¹). However, if this Court positioned itself to accept the Defendant's immaterial from inferences 16

through 22 and 24 through 28, 31, 32, 38, to the extent of Defendant's Summary, 39, 40, 43, 44, through 47, 49, 53, 54, 56, 58, 63, and 68, of the Court's (R&R¹), **the Court has eliminated a proper jury process.** The Court should then position itself to state the Plaintiff's points of opposition. Allowing these motion statements to be concluded as factual evidence in nature would then by this imaginary **liberalism the judge** discussed on pages 2, 19, and 20 of his (R&R) would then include the Plaintiff's position from his responses to the Defendant's irrelevant immaterial dated from 1989 to 1999. According to WSRC's 5B manual procedure 2.7 pages 5 of 11, **any informative contacts should have been removed from the Plaintiff's field file and destroyed.** (See Plaintiff's exhibit 2). (See also the Plaintiff's RDM¹ filed on 01/19/04, pages 10 starting at second paragraph NMMD and ending on page 17 top paragraphs). (See also from the Plaintiff's RDM¹ response; pages 21 starting at the Plaintiff "disputes and ending on page 24 at days off)." The Plaintiff objects to the Court (see 15 Facts at ¶13); using parts of a fact statement without the entire support of the reason for the Plaintiff statement. To support the Plaintiff's position, the Plaintiff's physician specifically and implicitly states "he, (plaintiff) can not drive a manual car, possibly use wheel chair." (See Court exhibit P5). Note, from exhibit P5, Botnick is pushing the issue. This is about 3 weeks postop. Had the WSRC staff Dr. Botnick requested and reviewed the Plaintiff's physician medical file he would have been aware of the Plaintiff's personal physician's direction relevant to exhibit P5. (See Plaintiff's SAPR1 filed on 02/04/04, pages 3 starting at the middle of the paragraph where Dr. Botnick made inappropriate entries, ending on page 5 at crutches) The Plaintiff objects to the Court have biased position relevant to (24 See Defendant's Motion for Summary Judgment[40-1] at Tab 21). It appears that the Court does not, and will not accept the Plaintiff's position because it has pre determined a question that should be asked before a jury and has aligned its position towards the favorite party(Defendant's). If this Court reached

its decisions on legal fairness, it would use this liberalism that the Judge discussed. Also the Court should consider the position and document as such. This depiction of the Defendant's motion for summary judgment is enamelized throughout the Judge's (R&R¹). The Plaintiff opposes and objects to note 24 argues page 24 at bottom paragraph starting at the Plaintiff disputes Thompson's and ending at page 25 middle paragraph at (see tab 28 page 6 and 7 lines 6-25 exhibit 97, 98). In addition to the previous reference and a part of the Plaintiff's Brief that information stated and referred to from the 5B manual, the Plaintiff argues the three days of being late were documented inappropriately however, these specific days were made up and under WSRC policy it is counted as regular shift days worked according to the 5B manual 3.3 page 9 of 11. If the Defendant's point is taken, double jeopardy would then follow. The Plaintiff argues that the company approved and counted the time as make-up time to which the 5B manual allows. (See page 16 of 17 procedure 2.12 second paragraph. See page 9 of 11 procedure 3-3 the section at Schedule) regarding the 6 vacation days, these were all approved along within the guidelines of the same 5B manual and the vacation time was drawn from the Plaintiff's time banked hours. (See exhibit 1 pages 4, 5, and 6). Consequently (see exhibit 3 from procedure 2.12) when hours are used from time banked hours and according to the 5B manual Procedure 2.12 page 16 of 17). Note: Use of time banked hours when scheduled is not considered when evaluating absenteeism. The Plaintiff objects to the Court's biased position relevant to (25 See Defendant's Motion for Summary Judgment [40-1 at Tab 22) This Court has been given false and untrue information in relation to the Plaintiff's vacation through April 18, 2000. (See Plaintiff's exhibit 1 page 6 that clearly shows Plaintiff had vacation and hours were drawn time banked hours up to April 18, 2000). Another important point which the Plaintiff objects to is such, that managers do not set the limit of absences or vacation. This is automatically computed by the number of years of service and is governed

by the 5B manual 2.19 procedure for time banked pay. See also (RDM¹ pgs 25 starting at bottom paragraph and ending on pg 26 at character and employment). The Plaintiff asserts, based on exhibit 1 Time and Attendance Warehouse history records, from April 19, 2000 the Plaintiff did indeed manage his attendance appropriately and followed the 5B manual as it relates to request for time off without pay, makeup time, and emergencies. (See pages 4 through 10 of Plaintiff's exhibit 1) (See 5B Manual Procedure 3-3 page 8 of 11 at Make-up Time exhibit 4)(See 5B manual procedure 2.12 exhibit 5 and 2.24 exhibit 6 as relevant to emergencies, disabilities, and illnesses) The Plaintiff object to the Court's biased position relevant to (26 See Defendant's Motion for Summary Judgment [40-1]Tab 25). The Court should review as to why the Plaintiff was yet given another informative contact when according to his time warehouse records for absences that do not fit the profile of attendance problems as the Defendant claims. (See Plaintiff's exhibit 1 pages 6 starting at date (4/18/2000; 2.4 time off without pay) (4/19/2000; 10.0 time off without pay) (4/20/2000; 2.0 time off without pay). According to attendance records, Plaintiff only missed 14.4 hours in NMMD, which were approved by WSRC management, but yet the Plaintiff received yet another contact on 5/09/2000 or 5/10/2000. However, the false information presented and believed by this Court taken from Tab 25 states clearly that the Plaintiff had no personal time remaining in his bank hours for illnesses/ emergencies in April 2000. The facts from the record simply shows that yet another untruth was stated and this Court chose to deliberately believe as such. Again time off on 4/18/2000, and 4/19/2000 was valid based on WSRC medical sending the Plaintiff home. (See Plaintiff's Book 1; tab 29 exhibit 99 starting at medical entry 04/19/00) (See also RDM¹ page 26 second paragraph starting at On April 17, and ending on page 26 at stay home). Certainly the Plaintiff's time record is accurate however, the contact information has been shown to be altered.(See SAPR¹ page 9 starting at "this is the normal tactic and ending on page 10 top paragraphs at

company policy"). The Plaintiff object to the Court's biased position relevant to (27 See Defendant's Motion for Summary Judgment [40-1]Tab 26). Plaintiff's evidence shows the Court that the information presented by the Defendant is false relating to June 5, 2000, and April 10, 2000. Plaintiff guides the Court to (see RDM¹ pages 26 bottom paragraph at the Plaintiff disputes to page 27 top paragraphs up to approval of management). (See Book 1; tab 33 exhibit 114 bottom forward header). To back up the Plaintiff's position see the attached exhibit 1 page 8; June 5, 2000 record note. (See SAPR¹ pages 8 starting at bottom paragraph at Dave Olson, in notes to 9 and 10 ending at top paragraph at time off without pay). (See exhibit 7 attached and the 5B manual Procedure 2.12 pages 15 of 17 item #2 ***Time off without pay***). See Plaintiff's record of the specific date 06/5/2000, which obviously shows the time of was appropriately approved. This was not presented accurately by both the Defendant and the Court in the (R&R¹). The Plaintiff object to this Court's biased position relevant to (28 See Defendant's Motion for Summary Judgment [40-1]Tab 27). The Plaintiff asserts that the information stated in the Defendant's tab relating to a verbal confrontation involving Seaborn Warren and the Plaintiff was made up and Mr. Warren was instructed by WSRC management to present the related document information. The series of events were established upon learning of the Plaintiff suing WSRC. (See RDM¹ page 27 starting at "the Plaintiff disputes" and ending at page 28 "Warren's Dps., exhibit 128-146"). Most importantly, Warren's deposition taken on 11/12/03 clearly states the information within the document was made up an untrue and the Defendant's exhibit 27 which the Court has believed that he never placed (Defendant's exhibit 27; tab 27) into the Plaintiff's employment file of given to the Plaintiff specifically. (See attached Deposition of Ralph Warren page 4 line item 5 through 23; Plaintiff exhibit 124). Evidence shows the Court that the document was fabricated, the testimony from Warren cannot be believed, that the document was drafted to support WSRC, and that during the

conversation between Warren and the Plaintiff, Mr. Warren agrees with him getting in the Plaintiff's space or face. (See the attached deposition pages 16 starting at line item 5; Plaintiff's exhibit 118 through page 17; exhibit 119, and page 18 exhibit 120; specifically ending at line item 13 of Ralph Warren's deposition taken on 11/12/03). With respect to the document and according to the 5B manual procedure 2.7 standards, that documentation pertaining to formal discussion and or meetings is accomplished by completing WSRC's forms OSR 5-317 and 5-318. (See attached Plaintiff's exhibit 8 from the 5B manual procedure 2.7) The Plaintiff asserts that; given his relationship with Warren that certainly an incident of this fabricated magnitude surely would have been described in the form of a contact. Nevertheless, this was not done because the document was created after the Plaintiff filed an actionable cause against the Defendant. The Plaintiff objects to this Court's biased position relevant to (31 See Defendant's Motion for Summary Judgment [40-1] Tab 1, Plaintiff Dep. at p 85) to the extent that, the Plaintiff on the days of July 27, 28, 2000, and, August 3rd of 2000, the Plaintiff didn't specifically know what time frame his physician would establish disability. Therefore, the Plaintiff could not give a specific date for duration of disability. The Court in review of the Material fact should notice in the Plaintiff's Book 1, Tab 48, Court exhibit P2, shows the Date the Certificate of Disability signed was on 8/5/2000. The standard that is most reasonable is such that the Plaintiff's physician performed the procedure, then required the Plaintiff to return to his office to evaluate the surgery and then made his medical recommendation on 8/5/2000 for the duration of disability. (See the following WSRC documents that again show the Plaintiff did contact his management absent of the 5B manual procedure 2.24 revisions 5 in particular requiring such weekly, monthly, and daily notifications):

See WSRC Lawr 792 which shows on 5/22/2000 medical was notified
See Court exhibit P2 (KK650) for date purposes as 08/05/00

1) See Plaintiff's exhibit 157 to show when the Plaintiff first arrived into NMMD he advised his first line supervisors Seaborn Warren and Barry Baynham.

2) See Plaintiff's exhibit 161 to show a report of disability was done and Signed on the 10, but the note specifically states: ongoing condition. Time started on 7/30/00, and expected duration of the medical Procedure and healing is 6 to 8 weeks.

The Plaintiff objects to this biased position relevant to (32 See Defendant's Motion for Summary Judgment [40-1], Plaintiff's Dep. at p 86).

The Plaintiff still asserts that under the 5B manual procedure 2.24 revision 5 under the employees responsible page 3 of 22 does not require an employee to make notification once released to disability. (See Plaintiff attached exhibit 6, pg 3 of 22, 11 of 22, 13 of 22, and 14 of 22).

The Plaintiff still presents all referenced from the Plaintiff's (RDM¹, page 29, at "Dr. Botnick falsely" to pg 30 at "aware"). The differences in the revision of the 5B manual are important to show that now procedure 2.24 does have a required weekly call in. This was yet another change to the 5B manual as a result of the Plaintiff challenging the Defendant on its policy. (See exhibits 12, pgs 3, 4, and 13 through 18 in the new revision of the 5B manual procedure 2.24 revisions 7, to show a distinctive difference than the old revision 5 which the Plaintiff was under). The Plaintiff objects to the Court handling of note 34 as it relates to the willful disregard in changing the word "negative" to the word "skeptical". Why does the Court choose not to uphold a standard for the Defendant's counsel who is an experienced employment law specialist? He does know better not to change and serve an altered fact statement recorded in the Court proceeding intending to diminish the personal animus of WSRC's Dr Robert Botnick's behaviors, unprofessional and inappropriate medical Decisions. The Court's biased position toward the Defendant appears to excuse "his blatant violation as "inadvertently" used the incorrect word an in fact, the word should be "negative". It appears to the Plaintiff that

this conservative District Court will not punish a (native son attorney) for yet another violation of South Carolina law. However, the Court has turned a deaf ear to the Plaintiff's continued facts of personal animuses directed against him from Dr. Botnick and Ralph Thigpen that resulted in the inappropriate discipline probation contact and the Plaintiff being terminated. Relevant to (35 Fact at ¶19), (36 fact ¶20, and 37 Fact at ¶21), the Plaintiff does agree that Botnick began calling , but does not agree to the recovery time of only 3 weeks which Botnick felt was sufficient to recover, and the plaintiff was to be evaluated. However, this by no means shows that Botnick's animus towards the Plaintiff was diminished. Botnick's calls to the Plaintiff were driven by his personal animus against the Plaintiff and not by his professional medical opinion. (See PMODSS¹ filed July 1, 2004, pgs 4, 5, and 6).

Certainly these pages are evidence of pure fact from Botnick's deposition and therefore raise a question to a jury assuming these actions from the said above are true. The Plaintiff objects to this Court's biased position relevant to (39 Defendant Motion for Summary Judgment [40-1] at Tab 1, Plaintiff's Dep. at 93, 106)

The Plaintiff's position still holds that all phone calls relating to his disability duration should have been directed to the Plaintiff's physician and not the constant continued phone calls from non professionals trying to assert themselves as physicians and making physicians decisions relevant to the Plaintiff surgical procedure especially since a report of disability was made by Barry Baynham. (See Report of Disability, exhibit 161).

A phone call was made to the Plaintiff then documented to The Plaintiff by Barry Baynham on August 5, 2000 to check On Plaintiff's status. A Report of Disability was then submitted.

After submission of the Disability Report, Dr. Botnick altered the the content of this specific Report by what he wrote showing that WSRC added to or changed document, special attention in the bottom section of the Report of Disability contains a note from Botnick over a month and a half later stating " Bunionectomy & Tooth extraction RTW 9/22 Botnick". Point being this was also after a record was established. The Plaintiff filed a Notice of Employee Concern regarding to constant phones calls made by the Defendant as a part of a resolution. (See Plaintiff's exhibits 148 and 149). Concerning the Plaintiff's Dep. at pp 93, the Court has not been fair in presenting the whole truth. The entire deposition statement should be used to see why the Plaintiff responded that specific way. Referring to not calling WSRC management, see also (PRDM¹ Pg 30 at second paragraph to bottom of pg 30, at line 1-7), The Plaintiff shows the Court that the Defendant's statements are untruthful regarding this (42 Fact at ¶¶24,26). The Defendant told the Court in their January 5, 2004 Summary Judgment that on pg 8, at bottom paragraph, " the doctor's note indicated that Lawrence could return to work". Now in the uncontested facts to the Court on June 14, 2004 the Defendant changed his position to "but did not address whether or not Plaintiff could return to work." The Plaintiff's position regarding (44 Defendant's Motion for Summary Judgment [40-1 at Tab 30, p. 782). Botnick had tried throughout the Plaintiff's surgical disability to force the plaintiff back to work, and did not acknowledge or refer to the Plaintiff's physician release. (See Plaintiff's Exhibit 13, medical notes from Botnick that show on the following dates Botnick's **personal animus drove him to the obsession** of trying to enforce a (RTW) return to work) (See entry on 8/15/00 at 2:20 pm, see entry on 8/25/00 at 1:45 pm, see entry on 9/12/00 at 2:06 pm, and see entry on 9/12/00 at 4:45.) (See Botnick's animus's taken directly from his notes and deposition in the Plaintiff's PMODSS¹ filed on July 1, 2004, pages 4, 5, and 6) Botnick was examined in detail during his deposition on 11/12/2003, pgs 31 and 32, attached exhibits

195 and 196. Botnick did not know WSRC policy as it relates to 5B Manual procedure 2.24, revision 5. Dr Botnick was Confused. Under procedure 2.24, revision 5, exhibit 6 Attachment, the

(Employees are responsible for;

- Reporting any injury or illness promptly to management
- Following management directions in reporting to the nearest Available WSRC Medical Station if injured or ill while at work
- Following WSRC Medical directions with reference to treatment, Examinations, modified work etc.
- Complying with any and all pregnancy-related work restrictions Imposed by Medical, management and/or the Radiological Control Operations (RCO) department manager, if the employee Declares a pregnancy.
- Clearing through WSRC Medical after all work-related disabilities Before returning to the job site lasting longer than 24 hours.
- Clearing through WSRC Medical after non-occupational disabilities lasting longer than 24 hours.
- Refunding the difference to the company if total benefits while out of work on workers' compensation are in excess of their normal earnings.

Once Plaintiff gave appropriate notice to WSRC regarding Plaintiff's Surgery and medical condition, the Plaintiff was entitled to the appropriate Request. The Plaintiff satisfied the requirement noted in the 5B Westinghouse Manual. (The first notice was given to WSRC Medical Staff on November 10, 1998 through November 12, 1998, See Plaintiff exhibit 16 attachment), (the second given March 2000, See Plaintiff exhibit attachment 157), (Third notice given May 22, 2000 at 1:50 pm, See Plaintiff exhibit attachment 16), (Fourth notice Given July 28, 2000 and July 29, 2000. These notices were entered into Plaintiff's medical file See exhibit attachment 16)

The Plaintiff's position regarding (46 Defendant's Motion for Summary Judgment[40-1] at Tab 28) is still holding and that is neither Botnick nor Thigpen had the authority or release from the Plaintiff's physician to force a return to work. The Plaintiff

states that Thigpen was acting from his personal animus against the Plaintiff which the Defendant conceded that Thigpen's behavior was as the Plaintiff and other WSRC employees described. (See Plaintiff's PMODSS¹ Filed on 7/01/2004, pgs 6, 7, and 8 that Thigpen testified under oath in his Deposition taken on 11/12/2003 to having animus's and or Behavior problems and discipline issues) (See also Defendant's Memorandum Response to Plaintiff's Statement of Contested Fact filed on June 22, 2004, pgs 5, 6, and 7). The Plaintiff Agrees to the Court's position to the extent regarding (51 Facts at ¶28). However, the Plaintiff objects to the timing of intervening which in this case is especially important because of the personal animus against the Plaintiff from WSRC's staff Dr. Botnick. He specifically wanted intervention back on 8/10/2000 at 4:00pm when the Plaintiff recently had the surgical procedure on 8/3/2000. (See Plaintiff exhibit attachment 17). The Plaintiff objects to this Court's biased position relevant to (54 Defendant's Motion for Summary Judgment [40-1] at Tab 29) The Plaintiff still Holds to the position entered into the Court's record on June 14, 2004, (Facts at ¶¶24,26) that the note from the Plaintiff's physician only contained restrictions and not a Specific inference that the Plaintiff was released to return to work on the date thereof. The Plaintiff objects to the Court's biased position regarding (55 Facts at ¶30) to the extent that implies to the Plaintiff violated the Defendant's Rules of Conduct. Plaintiff's position is he had been forced back to work prematurely by the Defendant and he was driving under strong medications that caused him to pass out and sleep intensely. (See Plaintiff attached exhibit 18 to show the Court was again led down a false trail) with special attention directed to second paragraph which states "I called Pam at H-Area Medical and she stated Chris was in fact taking some medication that would cause him to get sleepy, but she would not tell me what it was". The Plaintiff objects to this Court's biased position and the defendant's position relevant to (56 Defendant's Motion for Summary Judgment [40-1] at Tab33, p.1) In review of the Defendant's

reference, the document should show the Court that this committee decisions was based on the Plaintiff's accusers and that being a biased committee with one sided standards that the plaintiff was in violation.(See bias committee, exhibit 39) Take note that the following WSRC management staff, medical, and HR were on the committee: Ralph Thigpen, Steve Williams, Dave Olson, Warren Seaborn, Dr. Botnick, Leroy Myrick, Sam Thorpe, and Lorrie Lot, and Sharon Henderson. The deposition of the level 2 manager, Dave Olson, testified under oath that this committee is supposed to be the Site Discipline Review Board for consistency so that it's not based on management preference but as an impartial board that makes the call. (See Plaintiff's exhibit attachments 19 and 20). Interesting¶ to this case is:1) the committee demonstrates biased behaviors 2) Olson deposition on 11/12/2003, page 22, at line item 8 through 25 wholly contradicts what he testified to the Court as to the makeup of the board,3) the appointed magistracy Judge appears to believe, the false material presented to him be Defendant. The Plaintiff objects to (57 Facts at ¶ 31) to the extent that the probation was not warranted, and that the probation was driven by a committee consisting of supervision and staff doctor that had personal animuses against the Plaintiff (Botnick and Thigpen), and that the rules for establishing such a committee were also breached in according to the deposition of Olson taken on 11/12/2003, pgs 22 and 23. The Plaintiff objects to this Court having a biased position relevant to (58 Defendant Motion for Summary Judgment [40-1] at Tab 33,p.3). The Plaintiff guides the Court to the Plaintiff's SAPR¹ filled on February 4, 2004, pgs 10, at "addressing the probationary contact, through pages 11, 12, and 13, ending at third paragraph WSRC documented about the Plaintiff". The Plaintiff objects to dates regarding (61 Facts at ¶34). See Defendant's Tab 34, exhibit 34 which clearly shows the request was on Friday night August 24, 2004. The second untruth is the Plaintiff did receive approval, but now the Defendant alleges it was unexcused. To show the cowardness

of this company's management, Plaintiff's son has had a medical condition that required the Plaintiff's attention relevant to taken a leave of absence. Plaintiff's son medical condition was documented as such and even though Olson did not approve the Plaintiff's request for (FMLA). However, he did state that leave would be on an **intermittent Basis**. (See Plaintiff exhibit 353 attachment) (See Plaintiff's exhibit 258A, item 03 statement that shows the Plaintiff's son was hospitalized during this asthma episode from 08/24/01 to 08/24/01, and see (SAPR' filed on 02/04/2004, pg 13 at bottom paragraph to pg 15 toward the beginning of second paragraph at public policies) Nevertheless, the Defendant falsely reported under the pretense the Plaintiff was committing a continued abuse of the Defendant's policy regarding attendance which is wholly false. The Plaintiff's Attendance Warehouse Record contradicts the Defendant's allegations. The Plaintiff objects to (62 Facts at ¶ 35) the date content of the Warehouse Record. The attached Plaintiff's document, exhibit 21 and 22, shows on 8/24/01 the Plaintiff worked 12.5 hours and on 8/24/01 the Plaintiff worked 11.0 hours. However, the Defendant has convinced this Court that the Plaintiff was late for no apparent reason on (8/26/2001), and then called in the next day (08/27/01) to request off again for additional 2 or 3 more days which days which again is wholly untrue. The Plaintiff objects to this Court biased position relevant to (63 Defendant's Motion For Summary Judgment [40-1] at Tab1, Plaintiff's Dep. at p.129) The Court has unfairly cropped out or cut bits and parts of the Plaintiff deposition sentence to unjustly support the Defendant's theory. With all due respect and fairness, this Court should justify And include the whole paragraph deposition of Plaintiff's Deposition taken on October 22, 2003 and the statement regarding telling certain managers of work related absences in entirety. (See Deposition of the Plaintiff pgs starting at 111, 129, 130, 131 to sow that it's more than what this Court has presented). With respect to the 5B manual, procedure 2.24, the Plaintiff still holds his position that a department can not adopt a specific

policy for one individual (Plaintiff) as it relates to an established approved site policy for notifications or report for absences without adopting it across the board for all subordinates for consistency and to protect the contract interest delegated by DOE. Additionally to create such a one on one guide, or rule or policy relevant to the 5B manual violates the directive DE-Ac 09-96Sr18500 from DOE as it relates to fairness for all WSRC employees. (See Plaintiff's exhibit 12, procedure 2.24 pg 3 of 23 and pg 13 of 23 both shows the employees are responsible for reporting any injury or illness prompt to management (general) or the employee or designee, if employee is too incapacitated to report to work including the reason for, and expected duration of the absences.

(See Plaintiff exhibit 5)

The Plaintiff states that all of the conditions and requirements were met on his behalf and that the Defendant breached their obligation to comply with their own handbook policies relevant to the 5B manual procedures 2.12 and 2.24 and the inappropriate probation contact regarding a specific persons or managers as it relates to policy. Any other addition to B governing condition for reporting absences would have violated policy. (See first the inappropriate probationary contact conditions as Plaintiff's attachments exhibits 182 and 183), (see secondly Plaintiff's attachments exhibits 24 and 42 which were a part of Book 2 references), (finally see 5B manual procedures 2.24 pgs 3 of 23 and 13 of 23 and from procedure 2.12, pgs 3 of 17, 14 of 17, 15 of 17 and 16 of 17). The Contract requires the Defendant to obtain approval from DOE to change any parts of the 5B manual. (See Plaintiff's attachment exhibits 29 and 30). The Plaintiff states that he in fact did make notification to Defendant's management according to the 5 B manual and even to a designee (Bruce Cain), the message on 8/26/01 was given directly to the supervisor on duty (Chuck Oerman) and to the manager on duty (David Nason) at 2:30 pm. (See Plaintiff's

attachment exhibit 22). This satisfied all conditions relevant to the 5B manual procedures 2.24 and 2.12. The major problem existed when Thigpen's personal animus became involved. Thigpen reported untruths to the Plaintiff's management out of his own personal animus and dislike toward Lawrence. The Plaintiff objects to (64 Facts at ¶¶ 36, 37, and 38) due to the Plaintiff has knowledge of the 5B manual procedures 2.12 and 2.24 and the conditions for requesting an absence and relied upon those facts from the Defendant's handbook. The Plaintiff testified under oath that Thigpen want him to call him at his home to discuss the Plaintiff's absence. The Plaintiff told Thigpen directly that it is not stated anywhere in the company policies to call a supervisor or manager at their home reporting an absence. Thigpen personal animus erupted and came out and he started ignorantly yelling which the Plaintiff yelled back and asked if he was a dumb as or what? This is the typical behavior that has been documented by WSRC employees regarding Thigpen's behavior. This Court has not appropriately reviewed the numerous logged facts of Thigpen's chronic behavior. His behavior was the driving mechanism and motive to which the Plaintiff's termination from WSRC stemmed. Thigpen was questioned in detail during his deposition taken on 11/12/03 and he admitted to having issues as the Plaintiff presented these issues in his July 1, 2004 memorandum in opposition to the Defendant's second brief. (See again the Plaintiff's PMODSS¹ reference regarding Thigpen who is not a person to believe given that he was untrue with his wife having an extra marital relation while working at WSRC). (He was shown to be untruthful during a lockout procedure which he was disciplined for). (He was alleged to have been caught on the site (WSRC) by WSI Security in having sex in an area known as the Blister) (He was documented as being habitual violator of the Defendant's Code of Conduct) (He made several threatening actions against an employee in Radcon and the employee supervisor)

Thigpen cursed all of his immediate managers and was known to be intimidating, abusive, and having a nasty profane mouth in his disposition toward the defendant's subordinates and management). The Defendant Counsel in the discovery phase blatantly lied in their September 12, 2003 responses to Plaintiff's requests stating that "the only complaints contained in Mr. Thigpen's file were those sent by Lawrence. Neither Employee Concerns nor the EEO groups have records of other complaints (see Plaintiff's exhibit 23) which was simply a bold face lie. Thigpen's employee file is littered with behavior problems ².

² See the following references regarding Thigpen's very bad behaviors:

- 1) The Plaintiff's SAPR filed 02/04/04, pages 19 and 20 at top paragraph
- 2) Reggie Forrest affidavit filed on 02/04/04, at Tab 76 of Plaintiff's Book 3
- 3) Daisy Graham affidavit file on April 9, 2004 in Plaintiff's Citation Request
- 4) Documented statements from Manager and employees, Tab 2 Book 1 plaintiff's exhibits 5-8, 12-15, the Court P1 exhibit, the Court P3 exhibit, Plaintiff's 18 and 20, the Court P2 exhibit, and Plaintiff's exhibits 22 through 34.
- 5) Plaintiff's Memorandum in Opposition to Defendant's Second Summary, filed July 1, 2004, pages 6, 7, 8, 9, and 10 taken directly from Thigpen's Deposition on 11/12/03
- 6) Radcon event with Steve Oppenheimer on 5/16/00. (See plaintiff's attached Court exhibit P2

Regarding calling Thigpen at home (See Defendant's tab 28, exhibit 28, Thigpen's notations on 9/11/01 and 9/12/01). All three noted statements above show he wanted the Plaintiff to call him at his home directly. His notes are consistent with the Plaintiff's statement to the Court regarding Thigpen and becoming belligerently ignorant when the Plaintiff corrected him referencing WSRC policy from the 5B manual procedures 2.12 and 2.24. The Plaintiff objects to (67 Facts at ¶39) to the extent that the termination was not warranted, was illegal, and violated the 5B manual Procedures, 5Q procedure, 8Q procedure, DOE contract directives ES & H requirements. Plaintiff showed the Court

earlier that his probation was a staged method driven by personal animuses of Botnick and Thigpen with others like Bill Soloko, Dave Olson, Warren Seaborn, Steve Williams, and Robert Moody contributing personal attacks directed against the Plaintiff relating the entire Plaintiff's absences in connection to the Plaintiff relating the entire Plaintiff's absences in connection to the Plaintiff's personal business. The termination process was a preclusion stemming from the staged inappropriate probationary contact.

(See Plaintiff SAPR¹ filed on 02/04/04, pgs 20-26 ending at "been established"),

(See Plaintiff's PMODSS¹ filed July 1, 2004, pgs 11, 12, 13, 14, 15, and 16 ending at "were met"),

(See Plaintiff's attached exhibits 42 and 43)

The Plaintiff objects to the Court's biased position relevant to (See Defendant's Responses to Local Rule 26.03 interrogatories at ¶ 1.[9-1])

This Court has not shown documented evidence to support that the Plaintiff's absences evidence to support that the Plaintiff's absences during the years of 2000 and 2001 were out of line with the 5B manual. The Plaintiff's Warehouse Attendance records shows a conflict to what was made up and altered versus what the Plaintiff was paid and worked for. Certainly, it can not be both ways. Either the Attendance Records are wrong or the alleged made up documents are after the fact, altered, or simply wrong. (See Plaintiff's attachments exhibit 1 for attendance record) The Plaintiff further objects to the Judge usurping a question for the jury. There are conflicting arguments that only a jury can select what pieces of evidence from the Plaintiff and Defendant which are relevant to establishing the truth and or the Material of fact. The Plaintiff argues against the Court's stated position regarding the specifics relating to attendance. (See Plaintiff's attached exhibits 25 and 26 that shows no references to attendance, excessive absenteeism, failure to follow policies, or any other untruths stated therein). It appears to the Plaintiff that this Court has predetermined not to fairly divide the truth and has

moved to be an advocate for the Defendant's party. Moreover, it was not the Defendant who drafted these untruths in his final second Summary Judgment position to the Court, but it was the Judge. If the Defendant abandons most of his untrue position, it is not up to the Court to resubmit those points that were abandoned. See Defendant's second Summary versus the Judge aiding the weak memorandum submitted by the Defendant filed on June 24, 2004 as Plaintiff's exhibit 27) The Plaintiff objects to yet another untruth that this Court has chosen to include in the (R&R¹) which the Defendant abandoned during his second summary regarding note: 69 It appears that the Court, Lott, and Thompson have collaborated to manipulate the proper and true facts to their advantage regarding this specific case. (See Plaintiff's attachment exhibits 25, 26, and 365 to show correct dates). It is very important that special attention be taken relevant to dates because the Plaintiff was terminated while on scheduled shift days off with no advance notice. This violates the 5B, 8Q, and 5Q manuals from an obligation and ministration point. It makes a difference if whether the violations are from nonperformance thereof, there was an obligation breached that the Plaintiff relied upon the Defendant to follow his procedures he unilaterally couch in his handbook to protect his interest in complying with DOE Contract. The Court has been misguided in the effective date of the unjust termination. Plaintiff termination was effective 9/1/01 upon receiving approved notice from WSRC medical for disability relevant to 8/26/01, 8/27/01, and 8/31/01. (See medical approval as Plaintiff's attachment exhibit 28 and more specified on exhibit 40 at entry 9/01/01)(See also Plaintiff's PMODSS¹ filed on July 1, 2004, pgs 14, 15, and 16 up to were met). The another important point that this Court has not considered is if the Plaintiff's absences on 08/26/01, 08/27/01 and 08/31/01 was approved by WSRC medical, what are the grounds of non compliance

if the WSRC department who responsibility is to approve or disapprove medical cases for non occupational illnesses. Certainly, the Plaintiff's management in according to 5B manual, procedure 2.24, rev.6, page 13 of 23, management performs requests approvals from Medical to pay disability benefits. The fact that the Plaintiff's disability was paid (exhibit 28 and 40) shows the absences were approved and met the procedure 5B requirements. The Plaintiff objects to this Court position relevant to (71 Facts at 46-47) to the extent that procedure 2.9 is not an internal policy but a site policy incorporated and approved by DOE that is a part of the 5B manual. The Plaintiff objects to (78 Fact at ¶ 49) to the extent that the relying and performance of the contract required the Defendant to staff and maintain a stable work force which in term from the writing therein created the Plaintiff out of those conditions as a third party entitled to the obligation of performance and acceptance in the employer (Defendant) and employee (Plaintiff) relationship. (See Plaintiff's attachment exhibit 29 and 30) In addressing the Courts "Standard for Determination a Motion for Summary Judgment" the Plaintiff states with absolute facts that the responses given to the Court have supported in the documents of references. The issue is if the Court has thoroughly reviewed the critical evidence from the sets of material facts presented and opposed. The Plaintiff named several errors and untruths in the Court's (R&R¹). These errors were set out in the form of objections then supported by references of material facts. The crucial ness of such errors, false statements, presenting partial statements, and non compliance with the 5B manual with other relevant policies and DOE contract makes right Plaintiff's fact patterns that wholly contradicts the Court's and Defendant's position of granting a summary of Judgment. In addressing the Court's analysis, the Plaintiff objects to the characterization in the introductory paragraph of Section VI ANALYSIS to the "Procedure Manual 5B Human Resources Policies, Practices and Procedures"(the 5B Manual) as the only written document

which embodies the terms and conditions of the employment agreement between the parties. Defendant contends that there is no written document which modifies the "at will" status of the employment relationship between Plaintiff and Defendant; Plaintiff contends that the 5B Manual, the DOE Agreement with WSRC and other parts of the WSRC Operation and Procedures Manuals are part of the employment relationship by reason of the fact that the Savannah River Site is a nuclear facility highly regulated for the protection of both the workers and the public. Plaintiff contends that he is entitled to get a jury on the question of what documents are relevant to the employment relationship. Also the Plaintiff contends how can there be a true analysis when the material fact presented by the Defendant is false and tainted with deception. The Court can construct a false analysis which essentially has happened. The Plaintiff object to the Court's biased position relevant to note (82). The Plaintiff clarifies that the words direct refers to the termination procedure 2.9. The indirect policies were other parts of the 5B manual that the Plaintiff's discussed relevant to 5B (2.24, 2.12, 3.3, 2.16 and 2.7). The important point is the Plaintiff received discovery information past his deposition date. The Plaintiff object to the Court's biased position regarding "whether the Defendant's procedure manual creates an employment contract". The South Carolina Court of Appeals, in *Baril v. Aiken Regional Medical Center*, 352 S.C. 271, 573 S.E. 2d 830 (2002), reversed a lower court's entry of Summary Judgment on a fact pattern similar to the one in this case. Defendant Medical Center had published a handbook which it contended was not part of the employment relationship because of numerous disclaimers and Statements within the handbook. Plaintiff Baril contended that the handbook, as well as certain practices of the defendant, was part of the employment relationship. In reversing the summary judgment, the South Carolina Court stated:

"Summary judgment is not appropriate where the facts of the case is desirable to clarify the law....

Even when there is no dispute as to evidentiary facts, but only as to the conclusions or to be drawn from them, summary judgment should be denied. Moreover, summary judgment is a drastic remedy which should be cautiously invoked so no person will be deprived of trial of the disputed factual issues. (Emphasis supplied) (citations omitted)"

Plaintiff objects to this Court reaching conclusions and inferences regarding genuine issues of material facts especially when the record shows strong disagreement between the parties with regard to the facts (which documents and practices are part of the employment agreement) and with regard to the conclusions and inferences to be drawn from those facts. Plaintiff objects to this Court's statement of South Carolina law as expressed in *Small v Spring Industries*, 388 S.E. 2d 808 (S.C.1990)(*Small II*); the Court failed to fully state the holding of the South Carolina Supreme Court:

The termination of an at-will employee normally does not give rise to (a) cause of action for breach of contract (citation omitted). However, in certain limited situations, and employer's discharge of an at-will employee may give rise to cause of action for wrongful discharge such as where the at-will status of the employee is altered by the terms of an employee handbook. **Small v Spring Industries, 292 S.C. 481, 357 S.E. 2d 452 (1987) Small I.** *Small I* and its progeny have defined the conditions under which South Carolina recognizes contracts of employment; and, these cases, because so many of them have involved the reversal of summary judgments granted to employer defendants by lower Courts have outlined the procedural road to follow. **See Small I; Small II; Miller v. Schmid Laboratories, Inc., 414 S.E.2d 127 (S.C. 1992); Kumpf v. United Telephone Company of the Carolinas, 429 S.E.2d 869 (S.C App. 1993); Jones v. General Electric Company, 503 S.E. 2d 173 (S.C. App. 1998); Prescott v Farmers Telephone Cooperative, Inc. 516 S.E. 2d 923 (S.C. 1999); Williams v. Riedman, 529 S.E. 2d**

28 (S.C. App 2000); Conner v City of Forest Acres, 560 S.E. 2d 606 (S.C. 2002); Baril v. Aiken Regional Medical Center, 573 S.E. 2d 830 (S.C.) App. 2002). As stated by the Baril Court, *supra*, it would be the exception where a motion for summary judgment would be granted on any issues related to the relevance of a handbook or the conclusions or inferences to be drawn there from. Under South Carolina law, all such questions are for the jury. Plaintiff objects to this Court's characterization of the holding in *Small I* with regard to an employee's reliance on particular language in a unilateral contract. *Small, supra, 357 S.E. 2d 452, 454*. A unilateral contract is formed when one party makes an offer (the handbook) and the other party, undertakes to perform the act (working) on which the offer was predicated. *See Prescott, supra, at 926*. By its very nature a unilateral contract is construed against the offering party (WSRC) because they control the process. Plaintiff's action (working) was sufficient consideration to make the promise (the handbook) binding. As the *Small* court went on to say, there are "strong equitable and social policy reasons mitigating against allowing employers to promulgate misleading personnel manuals while reserving the right to deviate from them at their own price (citation omitted) *Small, Supra, at 454*. The Court's discussion of particular provisions of the 5B Manual is an attempt to substitute the Court's interpretation for the jury's interpretation, a position specifically condemned in *Jones v. General Electric, supra; Williams v Riedman, supra, at 32; and, Conner v city of Forest Acres, supra, at 611*. In *Conner*, the Plaintiff was terminated after being reprimanded numerous times over a 12 month period for dress code violations, tardiness, poor work performance, leaving work without permission and using abusive language. The Court of Appeals had reversed the trial Court's Summary Judgment on both breach of contract and bad faith discharge claims. In affirming the Court of Appeals reversal, the Supreme Court of South Carolina affirmed that it is the province of the jury to determine the existence and interpretation of a written

agreement (the handbook) in light of the facts of a particular case. Conner, supra at 610. This Court's reliance on Prescott, supra, is misplaced since the Prescott Court based its ruling on oral representations. The handbook in question had been presented "several months" after Prescott started work and footnotes to the record indicate that the handbook was not presented as part of the record on appeal. The Court dealt only with the oral representations and found them to be too vague to consider as a firm offer of employment. In the instant case, Defendant WSRC is bound by its agreement with the federal government to have suitable personnel manuals and to conduct their business in accordance with those manuals.

In every handbook case the South Carolina Supreme Court has said that the interpretation of the handbook language is an issue for the jury. Summary judgments in favor of the defendants in each of the cases cited were reversed and the cases remanded for trial by a jury. Under the circumstances, WSRC's motion for summary Judgment should be denied. Throughout the Plaintiff's actionable cause, he states and references several procedures. The Court is stuck on using the word promise when throughout the Plaintiff's position he relies on **obligation of performance**. This position was held in the Plaintiff's 10/06/03, Amend Rule 26.03 Rules 26(f) Report, pgs 2, 4, and 5, that a contract can exist from the position of obligation. See U.S.-Society of Catholic Church of Lafayette, Inc. vs Interstate Fire & Gas Co., 126 F.3d 727, 47 Fed R. Evid Serv. (LCP) 1406 (5th Cir. 1997) citing Larson Construction Co. vs. Oregon Auto Ins Co., 450F 2d 1193, 1971 A.M.c. 2484 (9th Cir. 1971). (See DOE contract with WSRC that by the languages therein oscillates around the protected interest of obligation, agreement, and compliances to perform, (See attachment exhibits 29, 30, 41, through 49) Based on the contract to staff WSRC and to have a stable, highly trained work force, the Plaintiff was born from those conditions which entitled the plaintiff to those obligations

agreed by the Defendant. And this was set out in procedures documents, 5B manual and other writings as developed by the Defendant and approved by DOE. (See Plaintiff's SBⁱ filed on 05/24/04 that references unilateral contract accepted and described under the circumstances of performance as a worker and obligation from the employer, the citing from Small v Springs, Miller vs Schmid Laboratories, Kumpf vs. United Telephone, and Williams vs. Riedman. See Plaintiff's PRDR on 02/29/04, pgs 1-20, ending at 1st paragraph wording "statues". See Plaintiff's attachment exhibits 65 and 50 to show parameters to condition of employment. The Plaintiff objects to the Court's one sided stand against the Plaintiff relevant to promises and must be aware of statement under note 83. While the court wishes to conclude forbearance in reliance in Small v Spring's in the writing in the 5B manual 2.7, pages 3-10 implies a step system of progression toward termination. The 2.7 procedure on page on page 3 of 11 states "management should take corrective, rather than punitive, action" when a employee's performance is unsatisfactory. Plaintiff contends that during the years of 2000 and 2001, he did not meet any unsatisfactory conditions applicable to a corrective action. Another signed document that restricts is the Rules of conduct. The other policy restricts the employee from termination at will is that the the president or a designee has to approve termination of any employee. The Plaintiff contends that the president or designee did not approve the illegal termination. (It is not enough for the Court to cling to one part of South Carolina Law when the other condition supports both Parts. South Carolina Court has not specifically held that the awareness is required to file a lawsuit for unjustly termination as in the case; Small v Springs Industries, however all policies created from the 5B Manual are required that employees be familiar with the requirements (See pg 2 of procedures 2.7, 3.6, 2.24, 2.9, 2.12, and 3.13). The contract established by the Defendant implies through the Rules of Conduct and by Procedure 3.3, that a conditional violation must occur in order to be subject to any contacts. WSRC just

could not walk up to an employee and give them a corrective contact on the basis of an at will status.

Conditions must be met to receive the contact and the Plaintiff argues that his conditions were not met but is a result of Botnick's and Thigpen's personal animus against the Plaintiff. The Plaintiff objects to the Court's position regarding **"B" breach of contract note 84**. The Court's analysis of plaintiff's statements in his deposition may go to the weight a jury might give his testimony but whether a contract was breached is a question of law to be presented in a jury instruction once the jury has determined the elements of the employment contract and the conclusions and inferences have been drawn from both parties. Plaintiff expressly objects to the Court's analysis of the Policy 2.9 violation, omission of the exit interview and the approval (or lack thereof) of plaintiff's dismissal by the company president. The Plaintiff also stated other policies in his deposition that had not been presented to the Court. The Plaintiff's initial cause clearly states the 5B manual policies. (See Plaintiff's Complaint at Law, filed 01/14/03, File No. 2003-CP-02-45) Plaintiff contends that his termination was the result of animus directed by certain WSRC employees. The theory of the case is built around the idea that the termination policies and discipline procedures were part of a ruse to cover the true intentions of these employees. The theory of the case is built around the idea that the termination policies and discipline procedures were part of a ruse to cover the true intentions of these employees. See Baril, supra, for a similar fact pattern. Certain WSRC employees (Thigpen's statement in his first meeting with the Plaintiff that "I (Thigpen) will break you"; entries in the medical records regarding Plaintiff's outside business activities) show a dislike for the Plaintiff that became a driving force in his termination. Company policies and practices provided for a certain termination process; this process; was well publicized to federal agencies as a way to show the government that their multibillion-dollar contract with WSRC was well deserved. Plaintiff is entitled to

introduce evidence on these issues for a jury's evaluation. Plaintiff objects to the Court considering any of the "other policies" as each of these elements is for consideration by the jury as part of the case in chief. The Defendant cropped out the other references applicable to other procedures during the Plaintiff's deposition. (Pgs 107-110, 112-128, 140-146, 148-ending). This was done specifically to present only the defendant's one sided story. (See Defendant's tab 1 dep. of Plaintiff, pgs 138 and 139 ending at line item 1). Breach of obligation is truthfully stated rather the Court's position regarding note 85. The Plaintiff objects to the false statement made by the Judge regarding note 85. (That is not what the Plaintiff stated on page 139 in his deposition. The Court's position is speculation. Regarding breach of obligation, the Judge has again stated an error in his note 86. (See Plaintiff's PMODSS¹ filed on 07/01/04, page 16, 1st para.). Advance notice is not as the Judge describes. (See Plaintiff's attachment exhibit 51 and 52, pg 7 of 11), Plaintiff was terminated while on his scheduled shift days off. When the Plaintiff returned from approved disability (exhibit 40) he was terminated without any warnings. 5B manual states and implies that the reasons for discharge are from that specific list. The Plaintiff's background material facts to present do not fit and restricts the Defendant from executing at will their discharge. The Plaintiff did not meet the condition for an improper discharge. (See Plaintiff's PMODSS¹ pg. 14 and 15) The Plaintiff objects to the Court comparing his case to Prescott and note 89. The DOE contract makes no distinction between administration processes because the contract only deals with obligation of compliance to perform. Anything less would violate the DOE directives thus breaching an obligation to the Plaintiff. (See Plaintiff's attachment exhibit 53 all pgs, exhibits 29, 30, 41, 42, 43, 44, 45, 46, 47, 48, and 49), regarding the word "promise" and in review of both the DOE contract and 5B manual, 8Q manual, and 5Q manual, they speak from the languages to ensure, compliance, and obligation which is the only means by which

this case can be ripened for any forward movement. The Plaintiff objects to the Court's false statement of the Plaintiff "not afforded the exit interview as promised". Nowhere in the Plaintiff's claims or documents provided to the Court where he ever mentioned his position from a promise. However, the position was stated solely from an obligation to comply and protection of the Defendant's interest with DOE to perform as directed from the contract to the 5B manual and other relevant policies established by the Defendant. The Plaintiff objects to the Court's biased position regarding note 90. The Plaintiff contends HR was not involved as 2.9, 5B, manual, pg 3 of 11 requires. Tommy Woods and Thigpen carried out Dave Olson's instruction to terminate the Plaintiff illegally. Even if the Plaintiff would have had an exit interview, it was after the act of wrongful termination. The Plaintiff contends that the affidavit of Lorrie is indeed untruthful that goes directly against Dave Olson's dep. of the approval coming from the president office and the dates were not properly stated. (See Plaintiff's attached exhibit 54 and the Plaintiff's phone record, talking to Olson without ever being notified that he had terminated the Plaintiff 2 days prior. Dave Amerine is the Defendant's V.P., Olson stated the termination approval was given from the President's office. If the effective date is 08/31/01, how then did the Plaintiff receive a medical disability approval on 09/01/01? (See Plaintiff's attached exhibit 40). The Plaintiff was not aware of the termination. Regarding the Court's misguided position, the Plaintiff objects to notes 95 and 96. The Court cannot show per wording specifically the Plaintiff testified in the manner that he has falsely presented. (See Defendant's tab 1, Plaintiff's dep. at pp. 132-139). The Plaintiff contends that the Defendant has been guilty of presenting two conflicting versions. Regarding the Rules of Conduct, it's reasonable to see that these Rules were a part of the Plaintiff's condition of employment and incorporated into the 2.9 termination procedure as a condition to not be terminated by. (See pg 5 of 11, 2.9 procedure) (See also Exhibit 65). Regarding the Court's misguided position of

note 98, the contract between DOE and WSRC from and the established approved 5B manual requirements go indirectly proportional to the Judge's statement. (See attached exhibit 41, 42, 43, 44, 45, and 46) The Plaintiff's position holds for the Court note 100, 102, 103, 104, 105. Based on the personal animuses of Botnick and Thigpen, (see affidavit from Reggie Forrest and Arthur Prater at Plaintiff's book 3, tab 76, in Plaintiff's SAPR¹) (See Daisy Graham's affidavit filed on 04/09/04 Plaintiff's Citation of Request)(See Plaintiff's SAPR¹ pg 1-21 at "revision 6, 06/18/01"). Also the Plaintiff pointed out the facts from his Warehouse attendance record which shows a complete opposite of what the Defendant untruthfully states. (See again Plaintiff's attachment Exhibit 1) The Plaintiff objects to the Court's position regarding retaliation and applies all previously mentioned references that support WSRC management participated in Botnick and Thigpen's personal animus. (Plaintiff's PMODSS¹ pgs 4-11) **In Conner v City of Forest Acres, supra**, the Plaintiff was reprimanded for conduct similar to the conduct described by the record in the case now before the Court. The City of Forest Acres had argued to the trial Court that even if the contract (of employment) existed, "it did not breach the contract because it followed the procedures outlined in the handbook. The Court of Appeal found that because Conner disputes the City's version of the events resulting in her reprimands and subsequent termination, summary judgment was not proper on the issue of whether Conner was fired for cause "Conner v City of Forest Acres, supra, at 611". As in **Conner**, Plaintiff disagrees with the characterization of events as put forth by Defendant. In Plaintiff's theory of the case, the decision to terminate him was made for reasons unrelated to his work performance and then managers familiar with the 'system' used that familiarity to manipulate the process and terminate him. The Court characterizes this claim as a retaliation claim which is not what Plaintiff argues; he does not assert that he was fired because of his race or because he was a 'whistleblower' or because he was engaging

in some particular activity (i.e. union activity). Plaintiff argues that supervisory personnel manipulated the system to terminate him because they didn't like him because he was a successful black man who was self confident and assertive. Thigpen wanted to break him and Botnick wanted his business to fail. Plaintiff was not the greatest employee within the company, but he was a long term employee with a high performance service record that had been acceptable for over 15 years. WSRC had told the government and they had told their employees that we will respect you and treat you like the highly skilled work force we want you to be. Then they violated their own rules to terminate him and they did it for personal reasons. **Plaintiff Lawrence is entitled to get to a jury on his theory.** The Plaintiff objects to the Court's biased position regarding notes 106, 107, 108, 109). Notes referencing 107 through 109 was not part of any document served upon the Plaintiff. However, Plaintiff does not disagree with the Court's general statement of South Carolina law as it relates to damages and the mitigation question. Plaintiff does object to the Court making this determination on a Summary Judgment motion. The record is replete with job applications, notes regarding interviews and job histories. A trier of fact may well conclude that Plaintiff did not do all he could to mitigate his damages but a trier of fact may conclude that he did the best he could under the circumstances. Defendant will have an ample opportunity to challenge Plaintiff before the jury and the Deposition testimony to which the Court made specific reference may influence a jury's decision. But, Plaintiff is entitled to get a jury on the issue. The record contains more than a scintilla of evidence which is the standard which should be used to justify any verdict. See **Jones, supra, at 177**; Small II, at 811. For the Judge to have referenced these documents appears to the Plaintiff that this case has been secretly staged or counsel for the Defendant has given the Judge material in violation of Federal of Civil Procedure. In addressing further this violation, for the Judge To participate in this violation and a violation of the Briefing

order, (the Court will address only the facts stated in the Briefing Order) is a position of unfairness and this Judge should recuse from any further interference. Review the Court hearing on 06/14/04. In addressing note 106, the Plaintiff objects and contends his employment job history in indicates a different picture. The Defendant abandons this part of his defense in the second Summary for judgment filed about 06/24/04. (See Defendant's Second Summary). For the untruthful deceptive acts Concentrated by this Court acting as an advocate towards the Defendant and because the Defendant has presented false Material to the Court, the Plaintiff invokes all jurisdictional Appendages to ask the Judge to recuse himself from further Involvement and that the Defendant's Motion be denied and Set forth before trial by jury.

Sincerely submitted

s/ Christopher Lawrence
Christopher Lawrence

This 4th day of August

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH
CAROLINA**

AIKEN DIVISION

CHRISTOPHER LAWRENCE

PLAINTIFF

vs.

FILE NO 1:03-484-27BG

WESTINGHOUSE SAVANNAH RIVER

COMPANY LLC.

DEFENDANT,

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CAUSE

CERTIFICATE OF SERVICE

This is to certify that I have date served a copy of the Plaintiff's Memorandum of Objections to the Magistrate Judge's Report of Recommendation.

To: Larry Propes

Clerk of Court
United States District Court
85 Broad Street
Charleston, South Carolina 29401

From: Christopher Lawrence
Pro Se
2740 Highpoint Rd.
Snellville, Ga 30078
(678) 344 4518

By depositing a copy of the same by way of Federal
Express Courier Overnight to assure proper prepaid delivery.

This 4th day of August 2004

**IN THE UNITED STATES DISTRICT COURT OF
APPEALS FOR THE FOURTH DISTRICT
RICHMOND, VIRGINIA**

CHRISTOPHER LAWRENCE

Plaintiff, \

Vs.

**WESTINGHOUSE SAVANNAH RIVER
COMPANY LLC.
DEFENDANT,**

05-1566

CA-030484-RBH

STATEMENT OF FACTS

Plaintiff Christopher Lawrence was a fifteen year employee of Defendant Westinghouse Savannah River Company (WSRC). See ¶1 and ¶2 in the attached exhibit M5. WSRC manages a large nuclear facility in South Carolina under a long- term contract with the United States Government's Department of Energy (DOE). See ¶3 and ¶4 in the attached exhibit M5. DOE regulations require that contractors promulgate suitable regulations for their long term employees covering many areas of a plant's operations, safety, and including Human Resources. See ¶5 in the attached exhibit M5. WSRC produced a "5B Policy Manual" describing its personnel policies regarding obligations. See ¶6 in the attached exhibit M5 and see Court transcript on June 14th 2004, pg17, items 3 and 4. This manual identified as 5B was approved by DOE. The 5B Manual consists of many sub-parts; (i.e. 2.25, 2.24, 2.12, 3-3, 2.19, 3.15, and 3.6). The

plaintiff referred to these sub-parts throughout his pleading specifically in the August 4th 2005 M8A exhibits regarding Objections to the Magistrate's (R&R). The sub-parts that specifically apply to this relevant briefing include the attached Procedure 2.7 (Employment Development and Constructive Discipline Program) and Procedure 2.9 (Termination Practices).

Plaintiff contends that the 5B Manual is a written modification of South Carolina's common law doctrine of "*at-will*" employment and that the provision's of this manual control the employment relationship between Plaintiff and Defendant. Plaintiff had a history of missed work related absences that was approved by WSRC management within the provision of the 5B Manual. See Plaintiff's M8A exhibits identified as part of the documents sent to the Court of Appeals. Within the un-tabbed document, see specifically exhibits 5, 6, and 7 regarding absences that apply.

Pursuant to the provisions in Procedure 2.7, WSRC (inappropriately) put the Plaintiff on probation on September 29, 2000 seven days after the plaintiff had returned to work from a medical disability. See ¶19 and ¶31 in the attached exhibit M5. The probation had certain conditions which Plaintiff was to follow and it included monthly follow-ups to monitor the probation. * Under Procedure 2.7 rules, if Plaintiff satisfactorily completed his one year probation, he would be removed from probation and would continue in normal work status. Also * Under Procedure 2.7 rules, the Defendant violated the policy regarding informal meetings and discussions and applied the Plaintiff's old contacts from the years of 1989 through 2000 in the Defendant's tab positions exhibits regarding their motion for Summary filed on January 5, 2004. See the Defendant's Tabs regarding old contacts at Tab 3-11. Also under Procedure 2.7 rules, the Procedure prohibited the Defendant from using Informative contact as apart of constructive discipline. However, the Defendant included the Plaintiff's old informative contacts as apart of the disciplinary process in violation of Procedure 2.7. See

Defendant's Tabs 21 and 25. See Plaintiff's M8A exhibits filed on August 4th 2004 that was sent to the Court of Appeal with enclosed exhibits 2 and 8 as part of the 2.7 procedure. Because the M8A exhibit is un-tabbed, the Plaintiff has provided a copy of 2.7 Procedure as attached exhibit L52A and a copy of 2.9 Procedure as attached exhibit 52. Eleven months later, after ten satisfactory probation follow up contacts or reports, WSRC terminated the Plaintiff. Upon the filing, pg 10, of the Plaintiff's Brief Statement of Disputed Facts the Plaintiff discussed .28(c), which stated that "the conditions were continuously met regarding inappropriate probationary contacts." This was again mentioned in the Plaintiff's Memorandum in Opposition to Defendant's second Motion for Summary of Judgment on July 1, 2004, reference pg. 14. To clarify this element of factual evidence which shows the Plaintiff continuously met the probationary conditions see the following attachments; WSRC-LAWR549, WSRC-LAWR575, WSRC-LAWR601, WSRC-LAWR607, WSRC-LAWR608, WSRC-LAWR612, WSRC-LAWR618, WSRC-LAWR623, WSRC-LAWR643, WSRC-LAWR650. The Plaintiff contends that termination of his employment with WSRC was a direct result of *personal animus* which was directed towards Plaintiff because of his racial ethnicity, and his clothing business, by an array of WSRC white management personnel. The record contains numerous documents which refer to his clothing business, refer to example 1, attachment exhibit M5, ¶17.

The Plaintiff contends that his termination was in violation of the Procedure 2.7, and 2.9 (obligation of compliance) provisions. The Defendant recited into the Court record that they failed to comply with provision 2.9. See facts; attachment exhibit M5, ¶45, ¶46, and ¶47.

The Plaintiff contends that the Trial Court improperly granted the Defendant's Motion for Summary of Judgment. The Plaintiff further states with absolute fact that The Trial Court acted in a advocate and partisan role in that the fact finding to interpret their legal conclusion was not proper. The Plaintiff

contends that once a determination has been made that a writing modifies the at will employment relationship. The Trial Court must defer to a jury determination as to the inferences and conclusions to be drawn from the language within the writings. In this specific case the Trial Court confirmed the application of WSRC's 5B Manual procedures and then proceeded to interpret the language in the WSRC Manual and then proceeded to apply it to the Trial Court version of the facts of the case. The Plaintiff contends that South Carolina provides for written modification of the "*at-will*" employment relationship; that the 5B Manual is such a written modification and that the Plaintiff is entitled to get to a jury on his claim of Wrongful Termination and Retaliatory Discharge.

Throughout this present case the Trial Court conducted the Judiciary process in an inappropriate and unethical manner. In the June 14, 2004 hearing the Court allowed the Defendant to recite a document titled exhibit M5 (Statement of Uncontested Fact) into the Court's record.

The Magistrate Judge is not fair and gave conflicting instruction at a motion hearing on June 14, 2004. The Plaintiff and Defendant were required to by the Court Order to develop and present for the record a statement of uncontested facts. The Magistrate required the Defendant counsel to reduce those undisputed facts to writings that was apart of the Courts records and served them upon the Plaintiff and to the Court (*See attached Court Transcript 6/14/04 pgs6-8*). Because there is damaging evidence within the undisputed Statement of facts admitted to the Court relevant to Animus's of Dr Botnick, the Defendant Counsel, a seasoned employment Law Specialist changed what became a part of the Court's record for undisputed facts. (*See first attached Court Transcript 6/14/04 pgs11-17*), (*See secondly the attached M5 exhibit*)

When the Plaintiff revealed this violation, the Court excused the blatant violation as "*inadvertently used the incorrect word and in fact the word should be negative*". (*see exhibit M8*,

Tab 10 of the Plaintiff's Objection) and (see M7 tab 9, pg. 8 of 30, bottom foot note of the Magistrate's (R&R)). The Counsel for the Defendant specifically told the Court that Botnick's documented notes were negative but tried to change the word "**negative**" to "**skeptical**" for the sole purpose of diminishing the content and meaning of the animus demonstrated against the Plaintiff.

Throughout the Statement of Uncontested Facts the Defendant's counsel changed the wording and phrase statements of record to diminish the Defendant's wrongful actions.

Examples 1 of the changes to the Statement of Uncontested Facts are: counsel for defendant cited into the Court's record that "By April 2000, Lawrence was warned that unexcused absences would result in discipline, and future absences – I'm sorry, I might have to ask him (plaintiff) did we agree to that or not? Would be limited to genuine emergencies? The plaintiff responded: We agreed to that. *(See attached Court Transcript 6/14/04 pg13, items 8-13)* *The problem with Thompson changing this court record is he omitted this from the Statement of Uncontested Fact (See M5 exhibit). This is one of the most important points of the Plaintiff's case. The Defendant has accused the Plaintiff of being absent throughout their defense, and has mislead the court and reader that all of the Plaintiff's absences were unexcused and not approved. The Defendant counsel makes no clear distinctions if the absences were excused and approved by WSRC policies and management or was the Plaintiff released by WSRC medical or his personal physician.*

Examples 2 of the changes to Statement of Uncontested Facts are: item 9. The record should be "*In 1998, Lawrence had a medical absence related to a bunionectomy*". *(See attached Court Transcript 6/14/04 pg 12, item 17 and attached exhibit M5)* The Defendant's counsel submitted to

the Plaintiff that the related bunionectomy was an ***employment absence***.

Plaintiff contends the Defendant's counsel changed the word to ***employment absence*** to support his theory of improper allegations of the Plaintiff's employment absences.

Example 3 of changes to the Statement of Uncontested Facts are: item 11. The record should be ***'The WSRC medical department felt that eight weeks was excessive. However, advised management not to do anything until Lawrence brought in a doctor's note'.*** (See attached Court Transcript 6/14/04 pg 12, line items 19-22, and exhibit M5) The Defendant's counsel changed and submitted the record to the Plaintiff as ***"The WSRC medical department felt that eight weeks was excessive and advised Lawrence to bring in a doctor's note.*** Thompson, Defendant counsel, totally tried to diminish the context of the phrase by leaving out the words advised ***management not to do anything until***. Plaintiff contends the omissions are to diminish the animus's theory of the case.

Example 4 of the changes to the Statement of Uncontested Facts are: item 16. The record should be ***"When he did return to work Lawrence was excused to go home by the WSRC medical department because he said he was being affected by the medication".*** (See attached Court Transcript 6/14/04 pg13, line items 18-20, and exhibit M5) The defendant counsel omitted ***"by the WSRC Medical Department"*** to further support his theory of the case. What was submitted to the Plaintiff is ***When he did return to work Lawrence was excused to go home because he said he was being affected by medication.***

Examples 5 of changes to the Statement of Uncontested Facts are: 17. The record should be ***"WSRC management and Dr. Botnick (WSRC doctor) made documented***

statements concerning that Lawrence's outside business was interfering with his WSRC employment. Dr. Botnick made comments to this affect in Lawrence's medical and employment files", (See attached Court Transcript 6/14/04 pg13, line items 21-25, pg 14, items 1-9, and exhibit M5)

Defendant counsel again omitted key wording trying to manipulate the meaning and trying to diminish the personal animuses of WSRC management and staff doctor. The Defendant counsel submitted to the Plaintiff that **WSRC management and Dr. Botnick (WSRC doctor) documented that they were concerned that Lawrence's outside business was interfering with his WSRC employment. Dr. Botnick made comments about this in Lawrence's employment and medical files.**

One of the facts involved in this case clearly shows that WSRC's Dr. Botnick had personal animus against the Plaintiff. *(See Pages 4,5, and 6 of the Plaintiff's Memorandum in Opposition to Defendant's Second Summary, date filed 07/01/04). (See exhibit M8, pages 12 through 14 of the Plaintiff's Memorandum of Objections to the Magistrate's (R&R), date filed 08/04/04). (See also supporting exhibits in M8A) The documents how Dr. Botnick stated "you can say that I'm targeting him (Plaintiff)" 6 to 8 weeks is ridiculous, the company has been had once, can not afford to pay, not paying him want hurt him". (See attached exhibit 126)*

Example 6 of the changes to the Statement of Uncontested Facts are item: 18. The record should be "Dr. Botnick's position regarding Lawrence's attendance was negative".*(See attached Court Transcript 6/14/04 pg 14, line items 10 and 11, and also se exhibit M5).* Knowing that this would effect the Defendant's position relevant to the personal animus's, Mr. Thompson, the Defendant counsel changed the word "**negative**" to "**skeptical**" in attempt to diminish the

context and true meaning of Dr. Botnick's position toward the Plaintiff. Defendant counsel submitted to the Plaintiff that ***Dr. Botnick's position regarding Lawrence's attendance was skeptical.***

Example 7 of the changes to the Statement of Uncontested Facts are item 49. The record should be "***There is a DOE Order 350.01 that is referred to and is incorporated into the WSRC/DOE contract***". (See attached Court Transcript 6/14/04 pg 17, line items 14-18, and exhibit M5)

The Defendant's counsel omitted the wording incorporated to remove the theory of contract law. The Plaintiff contends the word incorporated holds WSRC in obligation by DOE to perform. The Defendant attempts to refer to the DOE Order 350.1 is an attempt to exclude the Order from the WSRC/DOE contract which is a big difference than is acknowledging it being into the contract. The Defendant's counsel submitted to the plaintiff that ***There is a DOE Order 350.1 that is referred to in the WSRC/DOE contract.***

The violations that have occurred are deserving of sanctions and disbarment but the Trial Court turned a deaf ear to Thompson, WSRC counsel that changed throughout the records regarding the Statement of Uncontested Facts that was recited one way into the Court's record but manipulated in another for the purpose of diminishing the case content. It appears to the ***Pro se*** Plaintiff that this type of conduct was demonstrated because the Court Magistrate Judge and the Defendant's counsel understand that the Plaintiff has not been formally trained to practice Law and does not respect (Black) ***Pro Se litigants.***

Another point that shows Magistrate unfairness is during the hearing on June 14, 2004, the Magistrate stated "***if I choose to go forward on the summary judgment and issue a report in***

recommendation, I want to go forward with an agreed upon statement of facts". Further down in the Magistrate's instructions, he states "only the facts necessary for this Court to determine motion for summary judgment will be included in these statements of undisputed facts. All but irrelevant material will be excluded".

The *Pro se* Plaintiff contends that the Magistrate Judge went contrary and gave conflicting orders to what he specifically communicated to the parties and the Court. The Magistrate drafted and submitted his report in recommendation which introduced **disputed facts** only from the Defendant's initial summary motion as if the material was true and undisputed by the Plaintiff. The Magistrate Judge switched from the Statement of Uncontested Facts in this case to points that are contested and disputed as a balance sheet for the Defendant's behalf. The [Magistrate Judge] drafted his (R&R) and introduced disputed material from the Defendant's Summary Judgment as if the material was true and undisputed. Review the court's transcript, pg.5, line items 3-25 and pg. 10, line items 12-19 on June 14, 2004 to see that the Magistrate's violated what he communicated to the Court in his instructions. He stated one thing and did the opposite. He stated in the hearing "*if I choose to go forward on the summary judgment and issue a report in recommendation* Further down in the Magistrate's instructions, he states "*only the facts necessary for this Court to determine motion for summary of judgment will be included in these statements of undisputed facts. All but irrelevant material will be excluded".* The major problem exists when there are undisputed facts that are changed and then the magistrate switched from what was cited into the record where the determination of the summary was to come from the Statement of Uncontested Facts (See Court transcript, pg.10, line 12-19). Certainly it can not come from allegations and disputed facts or facts that are changed from the record as Thompson did to diminish and support his motion. The

*Magistrate started out in his (R&R) using the Uncontested facts as instructions he cited in the court record, but switched to disputed facts and the Defendant's position of their motion to aid the Defendant imperceptibly second brief on the following pages of the Magistrate's (R&R) : (pg5, ¶ 6),(pg6, ¶13), (pg6, note items 16-20),(pg7, notes 21,22,24-27), pg8, notes 28,31,32), (pg9, notes 38,39,40and 43), (pg10, 44-47, 49 and 53), (pg11, notes 54,56, and 58), (pg12, notes 63 and 68), (pg13, notes, notes 69 and 75), (pg. 15, notes 79 and 80), (pg.16, notes 81 and 82), (pg. 17, note 83), (pg19, note 84), (pg20, notes 85-89), (pg21, note 90), (pg22, notes 91-95), (pg23, notes 96 and 97), (pg.25, notes 100-105), (pg.26, note 106), (pg27, notes 107-109). The Trial Court on page 5, of the Order granting the Defendant their motion tries to excuse the Magistrate's advocate conduct by stating "The plaintiff does not realize the Magistrate Judge could determine that a fact was uncontested despite Lawrence's refusal to include that fact in the statement of uncontested facts if, for example, the fact was admitted by the plaintiff in his deposition". The plaintiff does not realize the Magistrate Judge could determine that a fact was uncontested facts if, for example, the fact that the exhibits which the Magistrate used to base his determination on were **outside** of what his instructions had been regarding what he would rely on for a determination. The Magistrate **can not use** the Defendant's summary points from (40-1) to defend its advocate position. Many of the points that the magistrate uses do not come from the Plaintiff's deposition as the Trial Court tries to mislead the reader in upholding their inappropriate position. The Plaintiff filed a statement of disputed facts against the defendant's Summary. **Therefore, the Defendant's false documents can not be concluded as material of facts by which a legal conclusion is drawn from. The South Carolina Court of Appeals, in Baril v. Aiken Regional Medical Center, 352 S.C.271, 573 S.E. 2d 830 (2002).***

The Magistrate drew a legal conclusion, which was outside the boundaries of where the determination as described in this court transcript was to come from. Material which was to be used had to come from the Statement of Uncontested Facts. The Magistrate and Trial Court ***can not offer conflicting instructions*** by giving instructions and a Court Order to the plaintiff then acting contrary to the Order which had been recited into the Court Record. *(See court Transcript, 6/14/04, pgs 5 -10 and 17 -22)*

The Magistrate did not review the Plaintiff's material presented in defense as the non moving Party. (See Court transcript, pgs 5, 6/14/04) where it was specifically communicated that " We are not going to laboriously cull through". However, the magistrate carefully selected material from the Defendant's first summary motion [40-1] and not from the Defendant's second summary motion [41-1] which is ***totally contrary to*** the instructions from the Court on June 14, 2004.

The Defendant asked the Magistrate to step out from his position of authority into an **advocate role** to select, pick, and choose from the Defendant's summary and disputed material what the Magistrate thinks and feel would look favorably in the eyes of a Federal Court would be necessary for determining in presentation a summary of judgment motion for the Defendant.

The Plaintiff contends that the Magistrate has conspired with Defendant counsel in writing about material that was not served or not a part of the Defendant's pleadings. *(See first the Magistrate's Report of Recommendation as the Plaintiff's exhibit M7). (See secondly the Plaintiff's attached exhibits M8, Memorandum of Objections to the Magistrate Judge Report of Recommendation. Date filed August 4, 2004). (See exhibit M8A as the Plaintiff sub replies to the Defendant's response to the Plaintiff's Objections to the Magistrate's (R&R) at Tab). (See attachment exhibits for the sub replies at for the following: (exhibit 1), (121 and 122), (WSRC-Lawr 680 and WSRC-Lawr 681), (exhibit 326),*

(exhibit 5), (exhibits 69, 70, 71, 72, 73, 74, 75, 76, 77, pages 15 and 16), (exhibits 12 and 13), (exhibit P2), (exhibit 6, 7, and 8), (exhibit 2), (exhibit 40) and (exhibit 126)

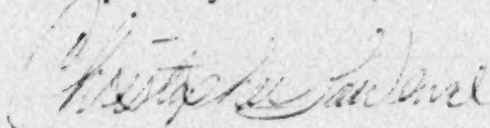
Listed below is the position that the Report of Recommendation drafted by Magistrate Judge George C. Kosko, used against his instructions. The Magistrate draws a legal conclusion to disputed material submitted by the Plaintiff in his responses to the Defendant's summary. The Magistrate concluded the Defendant's first Summary [40 -1] as if the material is truthful and not disputed.

- 1) The Magistrate attempted to substitute his interpretation for a jury question and instruction.
- 2) The Magistrate attempted to eliminate a jury process and instructions.
- 3) The Magistrate attempted to disregard the Plaintiff's case chief and theory. It is shown throughout (R&R) that the Judge aligned himself with the Defendant's position.
- 4) The Magistrate believed false information submitted to him in error by the Defendant.
- 5) The Magistrate attempted to crop out or remove the entire deposition sentences and phrase statements for the purpose of presenting partial truths and to offer supporting material in alliance with the Defendant.
- 6) The Magistrate attempts to state the Plaintiff did not reply on the 5B manual and other documents. Only certain parts of the 5B manual. However, the Plaintiff's initial cause of action speaks entirely and consistently of the 5B manual policies.
- 7) The Magistrate attempted to usurp questions for the jury.
- 8) The Magistrate attempted to include the Defendant's material that was the counsel for the defense abandoned.
- 9) The Magistrate misread and misplaced the case law holding in *Small I. Small, supra, 357 S.E.2d 452, 454.* and *Prescott, supra, at 926.*

- 10) The Magistrate attempts to make untrue statement regarding his note 85. The Magistrate attempts to compare the Prescott holding to the Plaintiff's case.
- 11) The Magistrate attempts to make false statements regarding exit interview.
- 12) The Magistrate attempts to speculate what he believed happened relevant to his not points from 92- 98.
- 13) The Magistrate attempts to reference material that was never ever served upon the Plaintiff by the Defendant. Note 107,108, and 109 was not apart of any document served. (See exhibit M7at Tab9, page 27 of 30 in the Magistrate's (R&R)). How can the Magistrate write about 107,108, and 109 if these positions were never discussed in any of the previous submitted pleadings from the Defendant? The only way for him to write or discuss material that have not been served or filed, or mentioned previously is to conspire with the Defendant counsel secretly. This is indeed a violation of his Office and the Federal Rules of Civil Procedures. (See exhibit M8 at Tab10, page 33of 35)
- 14) The Magistrate contradicted his order on June 14, 2004 that he used the Defendant first Summary [40-1] instead of the Defendant's second summary [41-1] to prepare his recommendation. It is a strange to require the Plaintiff to submit a second brief in response to the Defendant's second brief but the Magistrate filed by on January 5, 2004. Point being that the excise on the date of June 14, 2004 was to develop and resubmit material that the Court would use in determination of either trial by jury on the Plaintiff's behalf or for the purpose of granting the Defendant's summary motion. And those recommendations were suppose to come from the Plaintiff's second response to the Defendant second motion. *(See Court transcript from 6/14/04).*

In Summary the Plaintiff respectfully requests the Court of Appeals to apply the above brief Statement of Fact to the informal brief notice mr2, 05-1506.

Respectfully submitted,



Christopher Lawrence
Pro Se
2740 Highpoint Road
Snellville, GA 30078
678 344 4518

2 mr
05-

1506

INFORMAL BRIEF

1. Jurisdiction (for appellants only)

- A. What is the name of the court from which you are appealing?

Response: U.S. District Court for the District of South Carolina, in Aiken

- B. What is the date(s) of the order or orders you are appealing?

Response: Order granting Defendants Motion for Summary Judgment dated March 31, 2005

2. Timeliness of appeal (for prisoners only)

When did you give your notice of appeal to a prison officer for mailing to the United States District Court? Enter the exact date:

Response: N/A

3. Issues on Appeal

Use the following spaces to tell the United States Court of Appeals for the Fourth Circuit why the judgment under review should be affirmed, reversed, or vacated and remanded. Appellants must provide a brief summary of the facts and arguments that support their position that the judgment under review was wrong. Appellees may rely on the facts and law stated in the judgment or may advance alternative grounds for affirmance or dismissal. The parties may cite case law, but it is not required. **See Plaintiff's attached Statement of Facts, M5; and also Attached exhibits M8A, PLAINTIFF'S SUPPORTING EXHIBITS; 52, PROCEDURE MANUAL 2.9; L52A, PROCEDURE MANUAL 2.9; L52A, PROCEDURE MANUAL, 2.7; WSRC-lawr549, Constructive Discipline Assessment; WSRC-Lawr575 Constructive Discipline Assessment; WARC-Lawr601, Constructive Discipline Assessment; WSRC-Lawr608, Constructive Discipline Assessment; WSRC-Lawr607, Constructive Discipline Assessment; WSRC-Law623, Constructive Discipline Assessment Constructive; WSRC-643, Constructive Discipline Assessment; WSRC-Lawr650, Constructive Discipline Assessment Discipline Assessment; Court transcript document on June 14, 2004.**

Issue 1.

Is the at-will employment relationship of WSRC and Lawrence modified by an employee handbook under South Carolina Common Law?

mr2

05-1506

Supporting Facts and Argument

Yes. The Department of Energy policy 350.1 obligates all DOE contractors to have HR policies approved by DOE. WSRC submitted policy Manual to DOE as its HR policy to support WSRC's multi billion dollar DOE contract for managing Savannah River. The 5B Manual is a unilateral contract with workers

modifying the at-will relationship.

See *Small I; Small II*; Miller v. Schmid Laboratories, Inc. 414 S.E.2d 127 (S.C. 1992); kumpf v. United Telephone Company of the Carolinas, 429 S.E.2d 869 (S.C. App. 1993); Jones v. General Electric Company, 503 S.E.2d 173 (S.C. App. 1998); Prescott v. Farmers Telephone Cooperative, Inc. 516 S.E.2d 923 (S.C. 1999); Williams v. Riedman, 529 S.E.2d 28 (S.C. App. 2000); Conner v. City of Forest Acres, 560 S.E. 2d 606 (S.C. 2002); Baril v. Aiken Regional Medical Center, 573 S.E.2d 830 (S.C. App.2002).

Small v. Spring Industries, 388 S.E.2d 808 (S.C. 1990) (Small II); Baril v. Aiken Regional Medical Center, 352 S.C. 271, 573 S.E. 2d 830 (2002), Small, supra, 357 S.E.2d 452,454. And see Prescott, supra, at 926.

Procedure 2.7 is part of policy Manual 5B and Procedure 2.7 defines Probation period and also how the Defendant was to conduct and handled informative meetings and old contracts. A genuine dispute exists with regard to whether WSRC was permitted to terminate the Plaintiff when probation contracts

indicate that Plaintiff followed appropriate probationary guidelines did WSRC violate Procedure 2.7 regarding informative meetings and old informative contacts.

Supporting Facts and Argument

Procedure 2.7 was part of the record before the Trial Court (Plaintiff exhibit 2 and 8 within document exhibit M8A). Moreover the Plaintiff clarified Procedure 2.7 in this briefing attachment L52A. This procedure is an integral part of the 5B Manual. On September 29, 2000 the Plaintiff was put on 1 year probation to correct his tardiness and unexcused absence. Monthly contacts (exhibit WSRC-lawr549, WSRC-lawr575, WSRC-lawr601, WSRC-lawr607, WSRC-lawr608, WSRC-lawr612, WSRC-lawr618, WSRC-lawr623, WSRC-lawr643, and WSRC-lawr650.) It was referenced on pg. 14, July 1, 2004, in the Plaintiff's Memorandum in opposition to the Defendant's second Motion for Summary of Judgment. It was again reference on pg. 10 in the Plaintiff's Disputed Facts on June 17, 2004. The Plaintiff's statement to the record on June 17, 2004 and July 1, 2004, in the attached probation contact exhibits and indicate that the Plaintiff was meeting the goals and standards set as part of his probation requirement. On August 29, 2001, 1 month short of the end of probation period, the Defendant WSRC, terminated Plaintiff for **"Failure to follow the terms of probation and insubordination"**. See (exhibit 25, located in Plaintiff M8A filed on August 4, 2004), the grounds for termination is contradicted by the monthly probation contacts. The Trial Judge ignores the evidence in the record (refer to June 17, 2004, and July 1, 2004 statement of meeting the goals continuously) regarding the conclusion that was no genuine issue of Material fact concerning 2.7 procedure in the Plaintiff's Statement in meeting the Defendant's goal while on probation.

Issue 2.

If Trial Court finds that a written document modifies the at-will status of the employment relationship, may the Trial Court interpret language in the handbook and draw conclusions.

Supporting Facts and Argument

No. South Carolina courts repeatedly held that the inferences and conclusions to be drawn from the handbook language are province of jury.

Since both Magistrate and Trial Judges acknowledge WSRC Policy Manual 5B existence the Plaintiff is entitled to get a Jury trial on inferences and conclusions.

Issue 3.

Defendant changed the Statement of Undisputed Facts in an attempt to diminish the animus of the case. The Magistrate used the altered changed document in presenting his (R&R). The Magistrate is an advocate and partisan for the Defendant allowing the Defendant to submit a changed document that is specifically stated in the Court record. The Magistrate gave conflicting instruction during the June 14, 2004 hearing regarding where the determination of Summary Judgment was to come from. The Magistrate then used the Defendant's first summary (40-1) instead of Defendant's second summary (41-1) The Magistrate gave his interpretation and wrote about material that was never discussed or served upon the plaintiff. The Magistrate's points that could not be used that were outside of the Court's instructions are listed in the Plaintiff's Attached Brief of Statement of Facts. The Magistrate did not review or consider the Plaintiff's evidence before the Trial Court.

Supporting Facts and Argument

See Defendant's changed Statement of Undisputed Facts as exhibit M5. See the Court Transcript on June 14, 2004 that specifically shows the facts were changed by the Mr.

Thompson. Regarding the Magistrate using the altered facts presented from the Defendant, See the Magistrate (R&R), Report of Recommendation file date July 19, 2004. Regarding the Magistrate's advocate and partisan relationship with the Defendant, see Plaintiff's pleadings filed on August 04, 2004 and the Plaintiff reply pleading on August 24, 2004 with the associate exhibits. Regarding the Magistrate violating his own instructions and introducing the Defendant's disputed material outside of what was specifically communicated; see the attached Court Transcript from June 14, 2004. Regarding The Magistrate not reviewing the Plaintiff evidence and material of Facts, see also the Court Transcript on June 14, 2004 where the Magistrate stated the Court will not cull through documents.

4. Relief Requested

What do you want the Court of Appeals to do? Identify exactly the relief you seek.

Response: Reverse Summary of Judgment Order

Prior Appeals (for Appellates only)

A. Have you filed other appeals in this Court

_____ Yes X NO

B. If you checked YES, what are the case names and docket numbers for those

Appeals and what was the ultimate disposition of each.

Christopher Lawrence
Signature

[Notarization not required]

Christopher Lawrence
Print name here

Facility management has concerns in the taking of Mr. Lawrence's personal time in the affect that it has on his ability to train and ultimately become qualified. The facility management would like to remind Mr. Lawrence of the time bank policy. Forty hours of time bank was added to your vacation hours to be used for personal illnesses/emergencies. Management expects that employees keep some of this for unexpected absences. You currently have 0-time remaining. Your management is not obligated to provide make up time for you. Time off without pay will not be granted except for bonafide emergencies. If you have unexcused absences, disciplinary action may result. The following is a record of Mr. Lawrence's recent absences including behavior, which failed to meet the policies and procedures of the 5B manuals.

Mon. 3-6-00 Christopher Lawrence was assigned to the NMS&S division.

Mon.3-6-00 FLS received a phone call from H.R. that they received a call informing them that Mr. Lawrence was taking an S.V. FLS Called his home and left on his answering machine several phone numbers that he could reach the FLS and the facility Control Room.

Tues.3-7-00 H.R. received a phone call from Mr. Lawrence requesting another S.V. H.R. notified the FLS that same day.

Mon.3-13-00 Mr. Lawrence called into the facility Control Room super vision before 0600 notifying that he had some personal business that morning, and would be in later in the day. Later in the day he called back saying that he needed to S.V. the rest of the day. The Control Room supervision Granted the S.V.

Mon.3-20-00 Mr. Lawrence called into the facility Control Room and spoke to the supervision for an emergency S.V. about 0200 with his daughter in the hospital.

Tues.3-21-00 Mr. Lawrence notified the FLS that he would be with his Daughter in hospital. Emergency S.V. was granted by the FLS.

Mon.3-27-00 After his training class was completed a 4.5 hr. S.V. was granted by the FLS.

Tues.3-28-00 Mr. Lawrence called into the Control Room supervision for an emergency S.V. before 0600 with his ill wife. S.V. was granted.

Wed.3-29-00 Mr. Lawrence and the FLS discussed the concern of the amount of time left in his time bank and the 24hr notice of S.V. usage per the 5B manual. A verbal contact was made.

Mon.4-03-00 Mr. Lawrence reported to work 45 minutes late. An S.V. was granted by the FLS for 2hrs after the training class was completed.

Tues.4-4-00 Mr. Lawrence reported to work 20mins. Late. Stated "There was no Escort was at the gate to bring him in when he arrived at 0630 at the Gate. FLS discussed with him that the operators are to report into the facility at 0630". The time was made up for 4-3-00 and 4-4-00 on this Day.

Wed.4-5-00 Mr. Lawrence reported to work 1hr 15minutes late due to left his badge home and to return to get it. This time was made up on this Day.

Thurs.4-6-00 FLS met with Mr. Lawrence to discuss a written informative contact addressing the attendance issue. Of which he did not agree with and chose not to sign. His choice was noted on the contact.

Mon.4-10-00 Mr. Lawrence contacted the FLS at home at 2200 on 4-9-00 requesting a half S.V. to take care of some personal business. He later called into the facility Control Rooms supervision requesting the rest of the day off for personal business. The S.V. was granted by the Control Room Supervision.

Tues.4-11-00 Mr. Lawrence called the facility Control Rooms Supervision at 0505hrs requesting a 10hr S.V. Due to personal illness. He also stated that he was going to see his Personal physician. Upon returning to work no medical slip was requested of him or presented by him.

Mon.4-17-00 Mr. Lawrence called the FLS 0600hrs requesting a 10hrs S.V. due to personal illness. He was

verbally reminded of his time remaining in his time bank. At 0825 received a call from him that he was at A-area medical checking in and that there is a possibility that he mite be out for a couple of days with his personal illness. He asked if he could save the S.V. time and take the time off without pay. Reply from the FLS was " That additional approval would be necessary". The FLS contacted medical on the state of Mr. Lawrence. Medical informed FLS that sent him home to check in with his personal doctor. Medical informed him that any more time off would have to be determined by his personal physician and to call his FLS to explain when mite be able to return to work.

Tues. 4-18-00 Mr. Lawrence did not report to work on this day and did not make proper notification to the FLS until the next morning 4-19-00. 5.5 hrs will be deducted from his time bank and 4.5hrs will be listed as excused without pay.

Wed. 4-19-00 Mr. Lawrence notified the FLS at 0610 saying that he was ill and would not be coming to work. The FLS requested for him to bring in a doctor's excuse and check in with medical when he return to work. His absence of 10hrs from work was recorded as excused without pay in TACS.

EXHIBIT
24
PLAINTIFF'S

OSR 3-4A-W (Rev 1-89)

**WESTINGHOUSE SAVANNAH RIVER COMPANY
INTEROFFICE MEMORANDUM FINAL REPORT**

November 1, 2000

To: EEO FILE s/ Machell Mims

From: Machell Mims, EEO Specialist

RE: Christopher Lawrence: Alleged Harassment by
Management

Purpose

The purpose of this investigation is to determine if management as alleged in his complaint to EEO on Friday, September 29, 2000 subject Christopher Lawrence to harassment.

Background

Chris Lawrence is a production operator, grade 18, in H-Canyon with NMS&S Division. He was assigned to NM S&S in March 2000.

Methodology

- EEO conducted the investigation
- The following employees were interviewed:
- Christopher Lawrence, Production Operator
- Ralph Thigpen, FLS
- Tommie Wood, Shift Ops Manager
- Dr. Botnick
- Steve Williams, Deputy Facility Manager, H-Canyon

The following documents were reviewed.

Mr. Lawrence's medical records

Print out of Mr. Lawrence's TACS record

Procedure 2.24 of the 5B Manual

Mr. Lawrence's personnel file

Mr. Lawrence's Constructive Discipline file

EXHIBIT 369 WSRC-570

PLAINTIFF'S

II 570

Mr. Lawrence returned to work on September 22, 2000. Mr. Lawrence was placed on probation for failure to keep Management informed of medical condition, insubordination, unsatisfactory job performance and violation of rule of conduct.

Conclusion

Investigative findings did not reveal evidence of harassment by management as alleged by Mr. Lawrence. Management and site medical made several attempts to contact Mr. Lawrence to determine the status of his disability and recovery/time.

Evidence revealed Mr. Lawrence did not keep management informed, did not return their calls in a timely manner and was overall uncooperative in management's efforts to establish a return to work date. As a result, Mr. Lawrence was placed on probation for violation of company policy.

WSRC-Lawr571

II 571A

TO: Dave Olson/Charles Nickell
FROM: Leroy Myrick, HR Rep
RE: Willard Ralph Thigpen Jr.

SUBJECT: Larry Davis (Operator) vs. Ralph Thigpen (FLM)

Larry Davis went to Sharon Mathis (EEO) complaining about Harassment he received from Ralph Thigpen a manager also assigned to the 221-H Canyon Facility.

PERSONNEL INTERVIEWED

- Judy Dunning WF H Canyon Ops Manager
- Matthew Miller BM H Canyon SOM
- Daisy Graham BF Operator
- Barbara Schmidt WF Sr. Ops Support Specialist
- Nester Washington BM Operator
- Carlton Travis BM H Canyon SOM
- Vickie Martin WF Operator
- Erin Williams Jr. WM Crane Operator
- Daryle S. Logan WM Operator
- Ralph Thigpen WM FLM
- Larry Davis BM Operator

STATEMENTS GIVEN BY PERSONNEL:

- Thigpen don't need to be supervising any personnel
- Manages by intimidation—thinks he is still in the military
- Nasty—consistently curses at employees
- Make statements like “my building” and “my people”, I do what I want
- Does a good job dividing up the assignments—has no people skills.
- Once he knows he can push your button, he will.
- Management knew he had problems before he was promoted. He was cursing out management before he was promoted.

JJ 938 (1)

- He gets a lot of work done at any cost-80% of the work is not done by the books. This is the reason anagement is looking the other way.
- One employee has gone to Judy Dunning complaining about Thigpen at least three times and nothing has been done.
- He has been in the lunchroom telling the employees he got Christopher Lawrence and Sherri George terminated.
- He also talks about how he made Wayne Hall lose his crane operator position.
- Within six months someone is going to lose his or her job because of Thigpen.
- Management acts like they are afraid of him.
- If management don't correct the problem this time he is really going to be terrible.
- He cursed one operator out and she was given a contact.
- I had to change shift because of Thigpen.
- Upper management in the facility has always turned their heads- which is why most people have given up.
- He has came in early to see what the other shifts are doing.
- How he gets by I don't understand
- In my opinion management is afraid of Ralph
- Nobody wants to work with him. (overtime, etc)
- All management want is to get the job done.
- I would love to have him working for me because " I can control him".
- When he was on shift 11 he was referred to as "King Ralph", because management allowed him to get away with so much.

CONCLUSION

There is no clear evidence that Thigpen harassed Larry Davis. There is evidence that we have a potential problem with Thigpen continuing in a supervisory capacity.

RECOMMENDATION

I recommend that Thigpen be assigned to a non-supervisory position.

WSRC 00939

EXHIBIT 8

PLAINTIFF'S

JJ 939

From: Larry Davis Sr.

July 23, 2003

This is my complaint against Ralph Thigpen, shift 41
First Line Supervisor (FLS):

1. I was working in a plastic hut wearing a respirator and became hot or overheated and stopped work to cool off. Supervisor **Thigpen confronted me in an angry tone of voice asking " why did you stop working"** I reported the incident to Judy Dunn, Operation Manager.
2. December 2002 Christmas Dinner my group were trying to have Christmas dinner with all managers present. Supervisor Thigpen came in and harassed me about when I was going to start a job. The job was not scheduled until after the dinner was completed.
3. April 2003 I was working on a job deconning. After the job was completed, Supervisor Thigpen questioned other operators about how efficient was I working.
4. Even thou Supervisor Thigpen is not my Supervisor, he often comes around to see what I am doing and goes back and report some kind of Fabrication to my manager Kevin Usher. Supervisor Thigpen is always stalking me for what reason I have no idea.

WSRC 000940

EXHIBIT

12

PLAINTIFF'S

JJ 940

5. May 29, 2003, I called into my supervisor for an emergency

SV (short vacation) and left a voice mail to my supervisor Kevin Usher and I also called the shift that was on duty at the time and informed Seaborn Warren that I was not coming in. Ralph Thigpen was the on coming shift at the time. He emailed all my managers stating that I did not have approval for a SV. He had nothing to do with me or my SV. This was another way to harass me.

6. July 21, 2003. After lunch I was working on my RAD (Radiological) worker II on the computer in my supervisors office. Ralph Thigpen called a supervision and said I was not on the job or work area, but sitting around doing nothing. This was another case of harassment.

WSRC 000941

EXHIBIT 13
PLAINTIFF'S

JJ 941

STATEMENTS GIVEN BY PERSONNEL:

- Thigpen don't need to be supervising any personnel.
- Manages by intimidation
- Nasty-constantly curses at employees.
- Makes statements "my building" "my people", I do what I want.
- He tries to be intimidating.
- Once he knows he can push your button, he will.
- Management knew he had problems before he was promoted. He was cursing out management before he was promoted.
- He gets a lot of work done at any cost-80% of the work is not done by the books. This is the reason management is looking the other way.
- One employee has gone to Judy Dunning complaining about Thigpen at least three times and nothing has been done.
- He has been in the lunchroom telling the employees he got Christopher Lawrence and Sherri George terminated.
- He also talks about how he made Wayne Hall lose his crane Operator position.
- Within six months someone is going to lose his or her job because of Thigpen.
- Management acts like they are afraid of him.
- If management don't correct the problem this time he is really going to be terrible.
- He cursed one operator out and she was given a onctact.
- I had to change shift because of Thigpen.
- Upper management in the facility has always turned their heads-which is why most people have given up.
- Foul mouth and curses his operators
- How he gets by I don't understand
- In my opinion management is afraid of Ralph
- Don't anybody wants to work with him..(overtime, etc)

EXHIBIT 7 PLAINTIFF'S WSRC 00942

JJ 942

Author:Stephen Williams at SRCCC10

Date: 7/12/00 2:40 PM

Steven Williams at SRCCH09

Subject: RE [2] : INAPPROPRIATE ACTIONS?

----- Message Contents

----- Forward Header -----

Subject: Re [2] : INAPPROPRIATE ACTIONS?

Author: William Sokolo at SRCCH11

Date: 7/12/00 12:42 PM

Judi, we are on the case. Thanks

----- Forward Header -----

Subject: Re [2] : INAPPROPRIATE ACTIONS?

Author: William Sokolo at SRCCH11

Date: 7/12/00 12:23 PM

Please look into this and advise me ASAP.

----- Forward Header -----

Subject: Re [2] : INAPPROPRIATE ACTIONS?

Author: Judi Stewart at SRCCB03

Date: 7/12/00 9:42 AM

Bill, Please follow up on attached issue and provide us with the results of investigation. As you will see from the attached emails, Deborah Solomon is the contact person in Safety & Health Ops.

Thank you. Judi

----- Reply Separator -----

Subject: Re [2] : INAPPROPRIATE ACTIONS?

Author: Sandra Hyman at SRCCH19

Date: 7/12/00 6:01 AM

Judi, Marsha, In my opinion, this sounds like workplace violence issue and I would like it investigated as such. I am interested in your feedback once you have had an opportunity to speak to NMSS-HR. Please provide feedback by COB Thursday.

Thanks, Sandy

WSRC 000948

JJ 948

Subject: INAPPROPRIATE ACTIONS?

Author: Debd Solomon at SRCC27

Date: 7/12/00 5:43 AM

Judi, this is the information that was obtained from Steve Oppenheimer pertaining to the inappropriate behavior of **Mr. Thigpen**. As I stated earlier, and as Steve has documented in his attached write-up, this matter has been discussed with his supervision.

Thigpen has acted inappropriately in the past with Kevin Webster (RCO-FLS) and with Janice Shelby-Bently (RCO-FLS). I discussed his behavior with his supervision at that time, but it appears things have not change.

Subject: INAPPROPRIATE ACTIONS?

Author: Steve Oppenheimer at SRCCH03

Date: 7/12/00 2:07 AM

Deborah, I am writing this to you as a follow up to your request for future information regarding the actions of W. R. Thigpen on and since the night shift 5/16/00. Late in the morning hours of the shift that started at 1830 hours on 5/16/00, a pre-job briefing was held to decontaminate the CD-5 cask car located in the Rail Road Air lock. W.R. Thigpen was the individual giving the briefing. I believe the following personnel was also present: Lee Darnell, Barry Pica, and Don Yancy. When Thigpen mentioned that he wanted someone to crawl under Rail Car to decontaminate, I reminded him that a near miss had occurred the last time we had tried to do that. I then informed him that the protective clothing for that evolution was not sufficient for that particular task, and the Radiological Work Permit had not been changed to reflect the orestringent requirements for crawling under the cask car. **Thigpen became livid** when I tried to suggest alternative measures to perform this task. He began **yelling, using abusive and threatening language, and was waving his arms around like a mad man**. I told him I could contact my supervisor to help the situation, but he became even more perturbed at this. **EXHIBIT P2 Plaintiff's WSRC000949**

I told him then I was calling the shift manager, Tommy Wood. Thigpen grabbed the phone before I could attempt to call and made the call himself. I later spoke to Mr. Wood on the phone and ask if I could come talk to him about the situation. Mr. Wood said he would come to the shift office to see what was going on. When Mr. Wood arrived in the shift office, all others had left except Thigpen and myself. Thigpen began **yelling** and **cursing** at Wood at this time. Mr. Wood tried to calm him down. but Thigpen was **ranting and raving** about "Radcon thinks they run the show around here, I'll show them" (Approximately quoted)

I left the shift office when Thigpen began **yelling "we aren't going to do a G. Dam thing."** I informed my immediate supervisor, and you, (D. Soloman), as soon as possible. In following days, comments were directed at me snidely from Thigpen. His personnel told me he was mad, and was going to get me back.

Thigpen appears to have taken it as a personal affront that I was doing my job to protect his personnel from Radiological hazards. He blamed me personally for not having the RWP changed prior to him wanting to crawl under the Rail Car again. He **cursed** me and acted threateningly toward me. He made the statement to his workers to the effect that he would get me back for standing in his way of getting the job done, no matter the risk. **He has since made detrimental Official Log-book entries** about me using my name. I feel Thigpen is trying to use his position as a first line Supervisor (FLS) to intimidate me to allow him to perform work around the guidelines, rules, and procedural requirements.

I also believe Thigpen to be reckless and dangerous to personnel and equipment.

I hope this satisfies your request for more information on this series of events. I also hope this can be resolved without legal intervention. Thanks Steven

WSRC-000950

Author: Steven Williams at SRCCH09

Date: 7/13/00 6: 30 PM

Formal

cc: Wiliam Sokolo at SRCCH11, Lyden-Dave Olson at SRCCH17; Scott Booth, Sandra Hyman at SRCCH19, Debd Solomon at SRCCH27, Leroy Myrick at SRS

Subject: Management Expectation Meeting with Ralph Thigpen-P&C (OUO)

- - - - - Message Contents Personal & Confidential

This memo documents a meeting that I held this morning with Mr. Thigpen to discuss RCI inspectors claims of intimidation and verbal abusive languages used toward him on 5/16/00. This allegedly occurred during a job evolution while deconning CD-5 cask car. Without getting into all the explanation of why's on what happened that day, Mr. Thigpen agreed that he was out-of-line on his language and that he never asked anyone to do anything contrary to WSRC procedures. He did agree that all matters of disagreement in the future will be taken to his supervisor.

WSRC 000951

JJ 951

At approximately 1430 on 8/26/01 I (Bruce Cain) took a phone call in the Control Room from Chris Lawrence. He told me to leave Ralph Thigpen a message. He said that he had seen his doctor and was told to stay home for 2 to 3 days since he was taking Tylenol 3 for his sinus problems. He also said to tell Ralph that he was going to his mother's house and would be home later if he wanted to call him.

I relayed the message to Chuck Oerman (First line Supervisor) and David Nason (Shift Operation Manager)

s/ Bruce Cain

Bruce Cain

8/26/01

EXHIBIT

22

PLAINTIFF'S

WSRC-Lawr658

JJ 658

Lyden-Dave Olson

To: Robert-Hr Moody/WSRC/Srs@Srs

Cc: Sandra Burnett/WSRC/Srs@Srs

Subject: CHRIS LAWRENCE

08/28/01 06:05AM

We may want to jump right to termination.

Forwarded by Lyden-Dave Olson/WSRC/Srs on 08/28/01

06:04AM

Willard Thigpen

To: Lyden-Dave Olson/ WSRC/Srs@Srs

Cc: MICHAEL LEWCZYK Les Sonnenberg/WSRC/Srs@Srs

Subject: CHRIS LAWRENCE

08/28/01 01:16AM

Dave,

I called Chris' home at 0645 hrs on 08/27/01 and his wife informed me he wasn't home. I called again at 1800 hrs. 8/27/01 and got a recording from his answering machine and I left a message for him to contact me when he got home. I again called his house at appx. 1930 hrs on 8/27/01 and his son answered the phone and I asked him if Chris was home and he stated no. I asked him if he knew where he was and he told me that he had seen a doctor and was given some medication. I thanked him for the information and got off of the phone with him. At 2355 hrs. on 8/27/01 I received a call from Chris while I was in the control room. He asked me what I wanted and I told him I had tried numerous times to get in touch with him and he wasn't at home. He told me hhe didn't appreciate me interrogating his wife and I responded that I had simply asked her where he was which she never gave me an answer to. Chris informed me at this time he wasn't living at home anymore and that the woman he was living with didn't have a phone. I informed Chris he had been instructed to either call myself or SOM Wood anytime he couldn't report for work and we were the only ones he was to

JJ 666 (1)

contact about this. I had told him that SOM Wood and myself always get to work 30-40 minutes early everyday and for him to call me at home or between the hours of 0600-0615 hrs. if on days or 1800-1815 hrs. if we were on nights. His reply was that I don't have to call you at those time and I again stated you were instructed to do that Chris. He said I don't have to call your damn ass at that time and he would deal with me when he got back. I asked him what he had said and he would'nt repeat it again. I told him he didn't report his illness as he was directed to and I was trying to find out what was going on. He started yelling over the phone that I must be crazy and for me to do what I wanted to do. I turned the phone were SOM Wood could hear him yelling at me on the phone. he stated he had called earlier that day on 8/26/01 and left a message for me. I again told him that wasn't what he was directed to do with regards to calling in sick and that he hadn't left a phone number he could be reached at.

Ralph Thigpen
FLM Shift 11

WSRC-LAWR 666

JJ 666

Adrian Smith

To: Thompson @ mandtlawfirm.com

cc: Mtesa Cottemond/WSRC/Srs@srs

Subject: Lawrence v. WSRC

10/03/03 03:22 PM

Law Offices

Malone & Thompson, LLC

OCT 06 2003

I am sending to you today two files I received from one of Ralph Thigpen's upper managers, Les Sonnenberg. The first file with Les' note on the front is part of the manager's field file. I have a paper clip on the pages that must be the complaint Lawrence is referring to. **Thigpen apparently has a history of unprofessional behavior.** Of those mentioned in this complaint, Oppenheimer and Webster are white males and Bentley is a black female.

Sonnenberg also sent the second file which is an investigation conducted by Leroy Myrick, HR Rep, as the result of a recent complaint against Thigpen. Larry Davis is a black male. I'm sending this to you to help you get a good picture of Thigpen.

I'm also including an informational spreadsheet of the people listed by Lawrence as witnesses or whatever he calls them.

Adrian Smith
WSRC-OGC
725-2588

EXHIBIT 5
PLAINTIFF'S
WSRC Lawr000913

JJ 913

THE HOYT & ANKLE GROUP, P.C.

1111 South Main Street
Augusta, GA 30901
706-724-1111 Fax 706-724-1112

1111 South Main Street
Augusta, GA 30901
706-724-1111 Fax 706-724-1112

1111 South Main Street
Augusta, GA 30901
706-724-1111 Fax 706-724-1112

DISABILITY CERTIFICATE

TO WHOM IT MAY CONCERN:

I hereby certify that Christopher James
has been under my professional care and has:

☐ Totally incapacitated ☐ Partially incapacitated

From 8-3-00 to 10-1-00

May return to work on _____

☐ Light ☐ Regular

Reason: injury

Signature: [Signature]

Date: 10-1-00

WSRC-Lawr342

#8

This is what Mike's got from his doctor

Robert Botnick

To: Leroy Myrick/Srs@Srs,
Steve Williams@Srs,
Mike Warnsted/WSRC/@ Srs,

cc: William Sokolo@Srs,
Lyden-Dave@ Srs,
Scott Booth/WSRC/Srs@Srs

Subject: Chris Lawrence- Disability P&C
09/14/2000 03:01 PM

I would like to add the following information concerning this Matter prior to setting up a meeting with HR and the General Council for purposes of establishing a path forward.

The medical records shows no evidence of his contacting us Relative to his foot surgery and details were only learned after I left a message on his answering machine on 8/10/00. He has never made an independent attempt to contact me since he went out with his present illness. I learned from his doctor that the first follow-up appointment would be on 9/7/00 and he would not release to return to work until he had a chance to re-evaluate him at that time. His doctor removed the original cast and replaced it with a walking cast on 9/7/00 and faxed me a list of restrictions when he return to work. In the face of this information, I asked Mr. Williams to have Mr. Lawrence report to medical to return to restricted duty on 9/11/00. When he ~~did~~ not report on 9/11, I attempted to contact him and finally succeeded about 4:45 pm on 9/12/00, at which time I informed him that he should have been able to return to restricted work on 9/11 since he now had a walking cast. He said that was impossible since he drove a 5-Speed stick shift

KK 105 (1)

car and he had a cast on his leg. I reminded him that the same question came up 2 years ago when he had his surgery on his other foot and he was told it was up to him to arrange for transportation. He again replied "are you going to send someone to pick me up?" and I again told him no. I think this it is crucial that medical, management, HR, and general Council meet ASAP to address this ongoing problem.

KK 105 (2)

Dr Botnick's statements to Petitioner's Management

His absences – people in management have reported to me
And to have driven by (store at 8th & Board Street) in the
evening plus seen his car there excessive

- #1 – 8 weeks is ridiculous for normal time out for surgery.
- Big of ordeal in 1998; I guess you can say that I'm targeting him. The company has been "had" once.
- Can't afford to pay his medical if he is not going to be here.
- Not paying him want hurt him -- he just needs the benefits

EXHIBIT WSRC-522
522
PLAINTIFF'S

KK 522

Robert Botnick

To: Clide Coppin/ Wsrc/Srs@srs,
Mary Cliché/WSRC/Srs@srs,
Janet Kight/WSRC/Srs/@Srs,
Patricia Matlock/ WSRCSrs@srs,
Sheila Scruggs/ WSRC/Srs@srs,
Pamela Skipper/WSRC/Srs@srs,
Sharon Wingard/WSRC/Srs@srs,
Patricia Rogers/WSRC/Srs@srs,

cc: Wayne Entrekin/WSRC/Srs@srs,
Lesley Garrison/WSRC/ Srs@srs

Subject: Christopher Lawrence [REDACTED] {OUO}

07/10/2001 08:15 AM

PERSONAL AND CONFIDENTIAL

In order to **track** Mr. Lawrence's disability time more effectively In the future, I have asked his management to notify H Medical as soon as they know he is going to be out. This information should then be passed on to Dr. Garrison, myself, or Dr. Entrekin, as soon as it is known, so that we can do a timely follow-up

WRSC- 647

EXHIBIT
289
PLAINTIFF'S

KK 647

Leroy Myrick

To: Lyden-Dave Olson@SRs

Sent by: Leroy Myrick

cc: Frank Jordan@Srs,

James French@Srs,

William Sokolo@Srs,

Randy Yonce@Srs

06/05/00 07:50

Subject: Chris Lawrence- Absence P&C

We do not have to allow Mr. Lawrence time off without pay. We can tell him to come to work. If he doesn't that is **unexcused without pay**. At this point we move to the next level of discipline. It will be difficult to discipline an employee when we allow him to take off.

Lyden-Dave Olson

To: William Sokolo,

Leroy Myrick/ WSRS/Srs

cc: Frank Jordan, James French

Subject: Chris Lawrence-Absence P&C

06/04/00 07:06

cc: Mail Forwarding Information

- - - - - cc: Mail Forwarded - - - - -

From: Steven Williams At SRCCH09

Date: 06/02/2000 10:46 AM

LL 114 - 1

To: Seaborn Warren At SRCCC01

To: Kevin Usher At SR SRCCH16
Cc: Lyden-Dave Olson At SRCCH17
Cc: Scott Booth
Cc: Willard Thigpen At SRCCB03
Cc: Leroy Myrick At SRS

Subject: Chris Lawrence – Absence P&C

When do we move to the next level of discipline with Mr Lawrence? He will have missed 2 shifts absent without pay (May 30 and now June 5) since the informative contact we gave him 2 weeks ago when ran out of time bank time and had dipped into the AWP (absence without Pay) for >20 hours YTD. I cannot continue to invest the amount of time required in this one operator to get him qualified and available for shift work if he won't come to work on a regular basis.

We need to get his attention so he decide which has priority, his SRS employment or his clothing business.

Forward Header _____

Subject: Chris Lawrence – Absence P&C
Author: Steven Williams at SRCCH09

Date: 6/2/00 10:46 AM

Chris called and requested to be off on Monday 6/5 due to an emergency at a factory that supplies ties for his local business and has flown to California. He was excused without pay, please insure his TACS is marked appropriately. I did ask him if he had been

LL 114 - 2

excused at all up to this point since his last Informative and he said no! Is this true? Probably need to anticipate another request like this and what our actions should be the next time.

EXHIBIT

WSRC - 329

PLAINTIFF'S

LL 114 - 3

SRS

Savannah river site

WESTINGHOUSE SAVANNAH RIVER COMPANY

INTEROFFICE MEMORANDUM

July 26, 2001

TO: CHRISTOPHER LAWRENCE
221-H

FROM: DAVE OLSON, FACILITY MANAGER
H-CANYON NMMD HUMAN
RESOURCES OPERATIONS

**REVIEW OF REQUEST FOR FAMILY LEAVE TO
CARE FOR SICK CHILD**

We have reviewed your request for Family Medical Leave and with the information provided previously by you and on July 23 by your son's physician, we have concluded that your request does not meet the requirement for Family Medical leave for a period of August 3 through September 3, 2001. However, based upon the information provided, you do qualify for Family Medical Leave on an intermittent basis, when "flare-ups" of your son's asthma create a serious health condition requiring your assistance to care for him

WSRC-000908 EXHIBIT 353 PLAINTIFF'S

LL 353

To: Dave Olson
: Sandra Burnett

7/31/01

From: Christopher Lawrence
Subject: Denied Family Medical Leave (FML)

Although your letter stating my request for (FML) did not met the requirement or qualifications, I would like to know by what standards. Certainly nor you or Mrs. Burnett are Physicians qualified to make a medical decision. However, your conclusion to my request should be supported by some form of justification and not only a general letter of non-requirements. There should be some basis to support your findings.

Furthermore, it must be fully realized that I intend to discuss and provide documentation to Westinghouse Corp. Office as to my request and contact various organizations in Washington, DC. who developed this Act such that if any federal or state Laws were violated, I will seek counsel to resolve this matter.

Truly mean to pursue this matter
s/ Chris Lawrence
Chris Lawrence

EXHIBIT
NL-1
PLAINTIFF'S

LL 354

DATE/TIME: 24/00 10³⁰ AM
 HISTORY, DIAGNOSIS AND TREATMENT: RTW out 4/17 - 4/24 (28 hrs) Rx as above - doing much better today - all congestion gone - states he requested a longer time to be 3 pay - request to see him regarding time issue - refer to rule 113
 Panel E Skiff
 wants leave 3 pay rather than time bank + told him to contact HR re: same
 AC's entry would be same
 MEDICAL DISABILITY NOT APPROVED
 ALL ABSENCES MUST BE TAKEN FROM TIME BANK

DATE/TIME: 24/00 1 PM
 HISTORY, DIAGNOSIS AND TREATMENT: Consult - here to report he is tentatively scheduled to have foot surgery in August of this year - to have bunionectomy of (L) foot - and reconstruction of (R) heel - broke ankle several years back and was not set - has chronic pains in heel and ankle - tentatively scheduled for 1st week in August
 RTW 3 restriction
 Panel E Skiff

DATE/TIME: 24/00 10³⁰ AM
 HISTORY, DIAGNOSIS AND TREATMENT: RTW - 4 hrs today - was to report productivity at 6³⁰ PM - Rx as above - went for blood work today for surgery on 8/1 or 8/3 - was not able to get blood work done due to time constraints - was found to have heel spur on (L) foot - today was given Vicodin 25 mg - took one today at 5³⁰ PM and it "knocked him out" - cost to be groggy at present - to have bunionectomy of (L) foot and (L) incision spur at this time and surgery of (R) foot approx Aug 2000 is to be repeated in the future - "something is pulling apart" - if he sits for more than 5 min is very sleepy - states about to drive himself home - going to Mother's house - she was called - he has it for medical to call when he gets to Mother's house - called home @ 10⁴⁰ PM - Panel E Skiff
 11 AM note - called to state he had made it home Panel E Skiff

DATE/TIME: 24/00 1³⁰ PM
 HISTORY, DIAGNOSIS AND TREATMENT: RTW Rx as above - alert - has not taken med today - having a great deal of pain & difficulty walking - excused home - advised to call find 1st thing Monday AM (7/31) RE scheduled for surgery - Panel E Skiff

DATE/TIME: 8/10/00 4 PM
 HISTORY, DIAGNOSIS AND TREATMENT: met management because of concern about excessive absences (sick day time bank in April). He hasn't been here for this week so there is no way of knowing if he has surgery. I called Dr Bryant's office (APM) who did left bunionectomy in 1998 & their records show they haven't seen him since 8/4/99 I called his house & left word on his answering machine that he needed to call manager to be needed to explain

EXHIBIT
 150
 PLAINTIFF'S



TREATMENT RECORD

INSTRUCTIONS. ALL ENTRIES REQUIRE DATE, TIME DISPOSITION AND FULL
SIGNATURE (NOT INITIALS) FOR PERSON MAKING ENTRY

AREA

ASD

DATE/TIME

HISTORY, DIAGNOSIS AND TREATMENT

8/10/80
(Cont) his absence. This case is complicated by the fact that he has a retained his business in Augusta (Silk Con-Nection) so absence & pay is not as big a problem as long as WSRCH pays for his insurance. A medical manager got to set up a meeting with HR & general counsel ASAP to plan appropriate path forward. As per the performance contract he agreed an \$10,000, he is supposed to bring a personal physician, medical slip, & check in with site medical when he loses time for personal illness. *Butcher*

8/15/80
2:20p

Spoke with Dr. Kiney re retaining surgeon on 8/10/80. Osteotomy followed by chondroplasty for which he has not had a return visit to Dr. Kiney. This return visit scheduled for next wk & Dr. Kiney feels a minimum of 3 wks from time of surgery is reasonable. Will contact Dr. Kiney next wk & talk about RTW on 8/28/80. *Butcher*

8/25/80
1:45p

Spoke with Dr. Kiney's nurse & she states there has not been a F/U appt so they could not release him to RTW until they see him & get x-rays on 9/1/80. A call to his store yesterday afternoon by one of the nurses resulted in a statement that he would probably be at the Silk Con-Nection this afternoon & his car has been seen by the store but this has not been sanctioned by Dr. Kiney. Have left word.

EXH

151

PLAIN

DATE/TIME HISTORY, DIAGNOSIS AND TREATMENT

8/25/00 @ Dr Kenney's office to direct him to ATW
(out) on 9/11 & appropriate restrictions & let me
know if there are any changes. *Buttrick*

9/12/00 Repeated calls to EE since 9/8 telling him
2:06 p to ATW 9/11 are picked up on his answering
machine & not returned. I have left
messages to Dr Kenney for instructions but
they either go unanswered. I have
therefore typed a letter to Dr Kenney
informing him that EE disability payments
have ceased as of 9/11. *Buttrick*

9/13/00 4:45 p *Buttrick*
Spoke to Mr Lawrence about need to ATW
since his walking cast in place @ this
time. I told him that since he was
told to report to medical on 9/11, DWP
payments would not continue after
that date. As was the case in 1998
(see entry of 1/29/98) he stated he could
not drive his 5 speed stick shift car
with a cast on his leg. I again informed
him that he would have to find a
way to work and left it up to him to decide
what he was going to do but he would
not receive disability wage payments
as of 9/11/00. In answer to his question I
again told him that SRG would not
send someone out to pick him up
everyday. A list of restrictions
have been faxed to me by Dr Kenney.

9/22/00 7⁵⁵ AM. Rpt out since 7/30/00 - had examination of foot
on 8/3/00. Dr Kenney. See previous entries
next app^t to Dr Kenney in 2 wks. Cast was removed on
9/21. Was put in shoe brace. now walking 5 brace.
Instructions from Dr. Buttrick. no climbing of ladder, very
limited stairs, use clutch as needed, may sit as needed
to drive car. very limited lifting & carrying. Limit
give authority for other party

EXHIBIT

152

PLAINT

Lawrence, Christopher

TREATMENT RECORD

INSTRUCTIONS: ALL ENTRIES REQUIRE DATE, TIME DISPOSITION AND FULL
SIGNATURE (NOT INITIALS) FOR PERSON MAKING ENTRY.

2/22/03

KSLC

DATE/TIME	HISTORY, DIAGNOSIS AND TREATMENT
9/22/00 (cont)	Washed to short distance - instructed to see Dr. Botnick on 9/25. Employee states he would not see Dr. Botnick only another physician at plant. States he has already been in contact with EOC. States took pain medication @ 11 ^{PM} name? gave him ibuprofen to take at work. will call & let us down the name of his known medical condition through 9-11- given Botnick the name of the condition.
9/23/00 8 ³⁰ PM	Consult - received call from employee to report medications he is taking - Imperidine Promethazine, Ibuprofen 800mg, Acetaminophen #3, Penicillin VK 500. Stated that he had refilled the Penicillin VK due to cost drainage from site of wounds both removed on 9/11 - on further questioning he stated that on 9/11 he had lower wisdom teeth removed per Dr. Levene Range - he came to take Imperidine Promethazine for pain in foot - advised that he should not take this while at work and if absolutely necessary no sooner than 4 hrs prior to driving home. However he should not take this med and drive. — Pamela E. Kiger
9/23/00 1 ⁰⁰ PM	Admin Consult - Ralph Huggins (employee manager) called concerning medication and alertness - discussed with Dr. Botnick - Informed manager that as long as Chris is not safe involved in critical process to observe and be aware of decreased alertness and to evaluate in AM as to his ability to drive safely home. P. Kiger
9/25/00 8:45 A	Employee seen by Dr. Entschin in view of statement of 9/22. We feel that STD should include 9/11 as stated on his OSR2-1 plus fact he had dental surgery requiring anesthesia that day.
NO TIME BANK WITHDRAWAL thru 9/11/00 CRITICAL MEDICAL CONDITION	
MEDICAL DISABILITY NOT APPROVED after 9/11/00 ALL ABSENCES MUST BE TAKEN FROM TIME BANK	
<div style="text-align: right;">Botnick</div>	

EXHIBIT
153

PLAINTIFF'S

DATE/TIME	HISTORY, DIAGNOSIS AND TREATMENT
09-25-00 @ 7 ¹⁵ AM	Laurence, Christopher NMN (H) Not in retreat - Out since July 29 th & was sent home that day Came in 9-29 & was sent home to stay until
	Surgery done 9-1 - Surgery was rescheduled for 9-3-00 Dr Kimney - August 1 st - in office procedure. had bunionectomy, heel spur delayed - has screws and wire in time to stabilize it - Surgery on (2) foot - now in walking boot - no wt bearing on (1) foot without boot -
	Also had extraction of #17 & #32 wisdom teeth on 9-11-00 - note from MD attached explaining procedure & expected to be out of work 4 days work shift #11 = 12.5 days - will pay
	Restrictions requested by Dr Kimney - Meds: Penicillin, mepergan & Tylenol & Codeine to see Dr Entrekin _____ Dr Adler, RN
	Note: days missed 9/28, 29, 30 & 4, 5, 6, 8, 9, 10, 14, 15 16, 17, 18, 26, 27, 28, 9/1, 2, 3, 5, 6, 7, 11, 12, 13, 14 - worked 9/22, 23 & 24 on nights & 12.5 hrs - Supr: Ralph Thigpen 8/30 & 2 - 801 NM 545/ Sep _____ Dr Adler, RN
	Surgical incision of the (2) foot 1st met phalanx is well healed. He has some tenderness of the 4 th joint area. There is also relief of tenderness
	of the mid foot (he says there is a hot spot) hup S/P bunionectomy (2) 1st met joint 7 weeks post op
	Rec: cont some restriction (He has one more day) He returns to work on 29 Sept 00 ret to medical on 25 Sept 00 Litchman 440

EXHIBIT
154
PLAINTIFF'S

University Hospital Emergency Services
Augusta, Georgia 30901-2926
Tel: (706) 774-6060

Name LAWRENCE, CHRISTOPHER

Date Sun Aug 28, 2001

Cefzil 250 mg Tablet

Disp. 20 (twenty)

SIG 1 tab(s) po twice a day until gone

Refills -0-

Dr. _____
(Dispense as written)

Dr. _____
(Always generic unless specified)
John H. Polak, DO
31100 bp1514923

University Hospital Emergency Services
Augusta, Georgia 30901-2926
Tel: (706) 774-6060

Name LAWRENCE, CHRISTOPHER

Date Sun Aug 28, 2001

Disp. 14 (fourteen)

SIG 1 tab(s) po daily

Refills -0-

Dr. _____
(Dispense as written)

Dr. _____
(Always generic unless specified)
John H. Polak, DO
31100 bp1514923

University Hospital Emergency Services
Augusta, Georgia 30901-2926
Tel: (706) 774-6060

Name LAWRENCE, CHRISTOPHER

Date Sun Aug 28, 2001

Lorcel Plus (7.5/650)

Disp. 10 (ten)

SIG 1 tab(s) po twice a day until gone



EMERGENCY SERVICES DEPARTMENT

DATE: 26 Aug 01

TO WHOM IT MAY CONCERN:

Christyrene Lawrence has been treated at the University Hospital Emergency
Department for 1/1 mo. He/She will be able to return to work

28 Aug 01
with the following restrictions: P

If you have any further questions, please call 774-5060.

[Signature]
PHYSICIAN'S SIGNATURE

*****PLEASE NOTE** that the Emergency Department cannot provide a release from work for days ill before being seen here. Nor can we excuse absences **BEYOND** the above date unless you are seen again in the Emergency Room. If you feel you are unable to return to work on the above date, you should see your own physician, clinic, or the physician to whom you were referred for further evaluation.

Revised: October 1987
Reviewed: March 1989, March 1991, May 1993, Jan 1995



Leroy Myrick
Sent by: Leroy Myrick

06/05/00 07:50 AM

To: Lyden-Dave Olson@Srs
cc: Frank Jordan@Srs, James French@Srs, William Sokolo@Srs, Randy Yonce@Srs
Subject: Re: Chris Lawrence - Absence P&C

We do not have to allow Mr. Lawrence time off without pay. We can tell him to come to work. If he doesn't that is **unexcused without pay**. At this point we move to the next level of discipline. It will be difficult to discipline an employee when we allow him to take off.

Lyden-Dave Olson

Lyden-Dave Olson

To: William Sokolo, Leroy Myrick/WSRC/Srs
cc: Frank Jordan, James French
Subject: Chris Lawrence - Absence P&C

06/04/00 07:06 PM

cc:Mail Forwarding Information

cc:Mail Forwarded

From: Steven Williams AT SRCCH09
Date: 06/02/2000 10:46 AM
To: Seaborne Warren AT SRCCC01
To: Kevin Usher AT SRCCH16
Cc: Lyden-Dave Olson AT SRCCH17
Cc: Scott Booth
Cc: Willard Thiipen AT SRCCB03
Cc: Leroy Myrick AT SRS
Subject: Chris Lawrence - Absence P&C

When do we move to the next level of discipline with Mr. Lawrence? He will have missed 2 shifts absent without pay (May 30 and now June 5) since the Informative contact we gave him 2 weeks ago when he ran out of time bank time and had dipped into the AWP for >20 hours YTD. I cannot continue to invest the amount of time required in this one operator to get him qualified and available for shift work if he won't come to work on a regular basis. We need to get his attention so he can decide which has priority, his SRS employment or his clothing business.

Forward Header

Subject: Chris Lawrence - Absence P&C
Author: Steven Williams at SRCCH09
Date: 6/2/00 10:46 AM

Chris called and requested to be off on Monday 6/5 due to an emergency at a factory that supplies ties for his local business and has flown to California. He was excused without pay, please insure his TACS his marked appropriately. I did ask him if he had been excused at all up to this point since his Informative and he said no! Is this true? Probab need to anticipate another request like this and what our actions sho be the next time.

EXHIBIT

114

PLAINTIFF'S

WSRC-Lawr329

LL115

Steven Williams

To: Seaborne Warren, Willard Thigpen
cc: Thomas Wood/WSRC/Srs, Earl Brass, (bcc: Leroy
Myrick/WSRC/Srs)
Subject: Chris Lawrence - Approval Excused Without Pay for 11/9

11/08/00 04:38 PM

I have approved time off for Chris on 11/9 due to extenuating circumstances. Please mark his TACS accordingly. I explained to him that this is being granted because of two reasons 1) his efforts to improve his performance have been good and 2) with the understanding that he will be back to work Friday night for his regular shift 11/17.

EXHIBIT

331

PLAINTIFF'S

Mary Hamilton Anderson, M.D.

Pediatric and Adolescent Allergy

2315 Central Avenue
Augusta, Ga. 30904

Phone (706) 737-0303

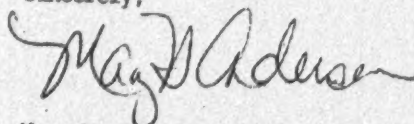
July 11, 2001

To Whom It May Concern:

Nigel Lawrence is a patient I have followed for many years with significant asthma and allergies. He is allergic to pollens, dust mite, and molds and has frequent sinus infections. He has to stay on regular medications for his asthma to include Albuterol jet nebulizer treatments, Advair Diskus, Singulair, and frequent oral steroids to keep his symptoms under control. Nigel has been hospitalized many times for exacerbation of his asthma with numerous severe episodes requiring admission to the intensive care unit.

Please feel free to contact my office with any questions or concerns.

Sincerely,



Mary H. Anderson, M.D.

MHA/mh

EXHIBIT

355

PLAINTIFF'S

Mary Hamilton Anderson, M.D.

Pediatric and Adolescent Allergy

2315 Central Avenue
Augusta, Ga. 30904

Phone (706) 737-0303

7/23/01

To Whom it May Concern:

Nigel Lawrence is a 13 year old patient who I have been following for allergic and asthma since 1991. He is allergic to pollens, molds, & dust mite and has frequent sinus infections. Nigel has significant asthma and has been hospitalized numerous times including admission to the intensive care unit. His most recent hospitalization was Jan 2001. In addition he has frequent emergency room visits and was steroid dependent for a while. Nigel still has to have numerous bursts of oral steroids to get his asthma under control despite regular maintenance asthma medication to include Albuterol & inhalizer treatments, Singulair, and Advair which contains an inhaled steroid. His asthma duration has been through his whole childhood and will be long term. Nigel's father feels they could better understand his condition and medication in a home school environment. Please feel free to contact my office with questions or concerns.

EXHIBIT

357

PLAINTIFF'S

WSRC LAW 000879

Provided by Allergy Partners, P.A.

Application for Family Medical Leave

Name <u>Christopher Lawrence</u>	
Department <u>NMMD</u>	
Current Address <u>221-H Canyon</u>	
Start Date of Anticipated Leave <u>August 3, 2001</u>	Expected Date of Return to Work <u>September 3, 2001 or as condition allows within 12 month period.</u>
Reason for Leave	
<p>Due to the nature of my son's illness I am requesting a FMLA for the above effective dates. In previous conversations with line managers, I explained my current situation of Son's health condition. Concerning Asthma: In addition to the request, I have on several occasions spoken to the level 2 manager explaining why make-up time would help me save time off such that I would be in a better position to both keep my job commitment but also take care of my son's medical condition. However, on three separate occasions, I was denied the usage of make-up time. I've argued my Son's condition of Asthma and provided in print out from the hospital and two different letters from my Son doctor explaining why I should be allowed to take care of my son in his health condition.</p> <p>Explained further the medical treatment visits, the Hospital stay time, the daily consumption of medication by my Son just to stay half way healthy. I explained further why 60% of my Vacation is used up yearly as it relate to my Son down time with Asthma. Surely HR & NMMD line managers see from the information attached that my request is valid and is protected not only by WSHC policies but federal and state statutes.</p>	
<p>Note — An employee requesting leave for the employee's serious health condition or the serious health condition of the employee's spouse, child or parent must submit a verifying medical certification from a physician within 15 days of application for leave.</p> <p>I hereby authorize a health care provider representing WSHC to contact my physician to verify the reason for my requested family and medical leave. I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by my manager.</p>	
<p><u>Christopher Lawrence</u> (7-12-01 and 7-23-01) Employee's Signature Date</p>	
Approval	
Supervisor's Signature	Date
Human Resources	Date

Outlook — Copy, Employee Field File,
Original, Personnel Records 736-1D

000453149

WORLD HISTORY COLLECTION

100-1-1 100-1-1 100-1-1

FFA-TWC

Doc ID: A67873

THIRD MPR Election 2151

LL358A

EXHIBIT
258A
PLAINTIFF'S

VISIT HISTORY INQUIRY
LAWRENCE, MICHAEL KENNETH

UNIVERSITY HOSPITAL

10-13-63 12-44
000455168

VISIT HISTORY SELECTION

Print Line Number

Adm	Vis	Type	Dis/Dep	Dis	Ref	Lock	Reference	IX	File	Date
01	1217	EE	F	10/09/63	1	10/10/63	H	4M		
		GRV								
							10/09/63 HERZMUM, SANDRA H			
02	1346	EE	C	09/03/63	1	09/03/63	H	4M		
		MEB								
							09/03/63 CAUDELL, MICHAEL J			
03	1160	IT	K	07/01/63	1	07/02/63	H	4M		
		PEB								
							06/29/63 HERZMUM, SANDRA H			
04	3042	IT	K	03/01/63	1	03/02/63	H	4M		
		PEB								
							02/03/63 HERZMUM, SANDRA H			
05	2017	EE	E	01/17/63	1	01/17/63	H	4M		
		PEB								
							01/17/63 SHAWNER, MICHAEL R			

PEB-RWD

041117

U-41 TO RUCRTO

7-710 NREA FUELING VTRI
EOT

LL358

EXHIBIT
358
PLAINTIFFS

VISIT HISTORY INQUIRY
 LAWRENCE MICHAEL KHALIL
 UNIVERSITT HOSPITAL
 10/13/03 12:44
 000455160
 VISIT HISTORY SELECTION
 Select Line Number

Visit	Ppt No	Adm/Vis	Type	Dis/Dep	Dis F	Loc	Reference	LE	Film Date
Sec	Deag	Other	A/C4	Hd	Cls	From	Thru	Reg	Dis Physician
01	3012	EE	K	01/12/03	I	01/13/03	N	U	ERED 01/12/03 SHAFENER, MICHAEL R
02	1515	EE	K	12/01/02	I	12/02/02	N	U	ERED 12/01/02 AHMADIE, ZIAD A
03	7289	OL	K	04/26/02	B	04/26/02	N	U	LAES 04/26/02 HERZWURM, SANDRA H
04	1184	EE	K	07/03/02	I	07/03/02	N	U	EMER 07/03/02 TIERNAN, STEVEN M
05	1041	II	K	02/11/02	I	02/12/02	N	U	4W 02/11/02 HERZWURM, SANDRA H

PPT-BWD PFB-BWD
 ASLINE User ID: R09879 Termin MERRA Function VISI

LL359

VISIT HISTORY INQUIRY UNIVERSITY HOSPITAL 10/13/03 12:44
 LAWRENCE, NIGEL KHALIL 000408168

Select Line Number VISIT HISTORY SELECTION

Visit	Ppt	Ac	Adm/Vis	Type	Dis/Dep	Dis	Paw	Loca	Reference	LN	File	Date
Srv	Umsy	Other	A/C4		Hb	Cls	From	Thru	Reg	Dte	Physician	
01.	1029	EE	W	01/29/01	1	01/29/01	H	U	ERKD			
		PEO							01/29/01	ANNADIE, ZIAD A		
02.	0835	EE	W	11/30/00	1	11/30/00	H	U	ERKD			
		PEO							11/30/00	SHAFNER, MICHAEL R		
03.	0287	YL	K	10/15/00	1	10/17/00	H	U	4W			
		PEO							10/17/00	ANDERSON, MARY H		
04.	0256	EE	K	09/12/00	1	09/12/00	K	U	ERKD			
		PEO							09/12/00	SHAFNER, MICHAEL R		
05.	0147	YL	K	05/27/00	1	05/31/00	K	U	4W			
		PEO							05/26/00	DAVIS, STACY C		

PF2-BWD

PF6-FWD

User Id R09779

Termid MEXA Function VISI

Request for Medical Attention				<input checked="" type="checkbox"/> WSRC <input type="checkbox"/> WSI <input type="checkbox"/> B&W <input type="checkbox"/> Other <input type="checkbox"/> BSRI <input type="checkbox"/> DOE <input type="checkbox"/> BNFL		<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Nonexempt <input type="checkbox"/> Other	
Employee Name <i>Chris Lawrence</i>				Social Security No. <i>7614</i>		Date <i>8-1-01</i>	
Gen Dept/Section <i>MT 201</i>		Bldg/Area <i>20117 (Annapolis)</i>		Phone <i>8-5938</i>		Supervisor Name/Phone <i>W.E. Thompson</i>	
Reporting for <input type="checkbox"/> Followup On the Job Injury/Illness <input type="checkbox"/> Non-Work Injury <input type="checkbox"/> On the Job Injury/Illness <input checked="" type="checkbox"/> Personal Illness <input type="checkbox"/> Return from Disability							
Date Injury Occurred		Time of Injury		Medical Recommendations			
<input type="checkbox"/> Health Physics Check not Required <input type="checkbox"/> Checked by Health Physics <i>24</i>				<input type="checkbox"/> To Regular Work On _____ <input type="checkbox"/> Recheck in Medical On _____ <input type="checkbox"/> No RCA/Alpha Work _____ <input type="checkbox"/> Dismiss Date _____ <input type="checkbox"/> Excused from Work @ _____ Date _____ <input type="checkbox"/> Referred to Off-Site Physician _____ M.D. <input type="checkbox"/> Discharge Occupational Injury/Illness			
Restrictions <i>No respirator work x 2 days</i>							
1st Day Out <i>8/24/01</i>		Out Time <i>36 hrs</i>		RTW Date <i>9/1/01</i>		Physician Seen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MD. RN				<i>-1 Kalden</i>		Name of MD <i>? MD at WH ER</i> Area <i>719-H</i>	

MEDICAL DISABILITY APPROVED AFTER
24 HOUR TIME BANK WITHDRAWAL

Selection Criteria:
Begin Week Ending Date: 01/01/2000
End Week Ending Date: 12/31/2000
Person Id: C8844

Time and Attendance Warehouse

Weekly Time Record History By Week Ending Date

Query: ADM WH Weekly Time Record History by Week Ending Date

Date: 10/19/00
Time: 10:00:14
AM
7 of 13

Entry Date	Schd	Day	Shift	Hours	Time Class	Activity	TWC	S/C	Shop Order	Entry Comment Text
------------	------	-----	-------	-------	------------	----------	-----	-----	------------	--------------------

Approver: WARREN, RALPH SEABORNE Record Status: FROZEN Last Modified SSN: [REDACTED]

05/08/2000	32	MON	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/09/2000	32	TUE	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/10/2000	32	WED	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/11/2000	32	THU	D	10.0	REGULAR HOURS	GHCSM0001	JD08			

Employee Week Ending Subtotal: 40.0

Week Ending DT: 05/21/2000

Approver: USHER, KEVIN JAMES Record Status: FROZEN Last Modified SSN: [REDACTED]

05/15/2000	32	MON	D	8.5	TIME OFF WITHOUT PAY					
05/16/2000	32	TUE	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/16/2000	11	TUE	D	1.5	MAKEUP TIME	GHCSM0001	JD08			
05/17/2000	32	WED	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/18/2000	32	THU	D	10.0	REGULAR HOURS	GHCSM0001	JD08			

Employee Week Ending Subtotal: 40.0

Week Ending DT: 05/28/2000

Approver: USHER, KEVIN JAMES Record Status: FROZEN Last Modified SSN: [REDACTED]

05/22/2000	32	MON	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/23/2000	32	TUE	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/24/2000	32	WED	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
05/25/2000	32	THU	D	10.0	REGULAR HOURS	GHCSM0001	JD08			

Employee Week Ending Subtotal: 40.0

Week Ending DT: 06/04/2000

Approver: WARREN, RALPH SEABORNE Record Status: FROZEN Last Modified SSN: [REDACTED]

05/29/2000	32	MON	D	10.0	HOLIDAY OBSERVANCE					
05/30/2000	32	TUE	D	10.0	TIME OFF WITHOUT PAY					
05/31/2000	32	WED	D	10.0	REGULAR HOURS	GHCSM0001	JD08			
06/01/2000	32	THU	D	10.0	REGULAR HOURS	GHCSM0001	JD08			

child care situation . New born had Thrash or white spots inside mouth. Excused

Makeup for Monday

child sick - excused

EXHIBIT

102

PLAINTIFF'S

LL102

VISIT HISTORY INQUIRY
LAWRENCE, HIGEL KHALIL

UNIVERSITY HOSPITAL

10/13/03 12:44
000453168

VISIT HISTORY SELECTION

Select Line Number

Visit	Ppt	Ft	Adm	Vis	Type	Dis/Dep	Dis	Pat	Loc	Reference	IK	File	Date
Seq	Desc		Other	A/CW		HH	Cl	From	Thru	Rec	Dte-Physician		
01.	5147	IC	K	05/27/00	1	05/31/00	H	U	4W		I		
	PER									05/15/00 DAVIS, STACY E			
02.	0014	IC	E	01/16/00	1	01/18/00	H	U	4W		I		
	PER									01/14/00 STAFF, PER			
03.	9167	KK	K	07/06/99	1	07/06/99	H	U	ERRR				
	MRD									07/06/99 SHAFER, MICHAEL R			
04.	8263	KE	K	09/20/98	1	09/21/98	H	U	ERRR				
	MRD									09/20/98 BASH, DENNIS P			
05.	7210	KK	K	07/29/97	1	07/29/97	M	U	ERRR				
	MRD									07/29/97 COASTAL PHYSICIANS S			

PF1-BWD

PF2-FWD

User ID 803979

THIRD HRA Function VIST

LL362

BEST AVAILABLE COPY

VISIT HISTORY INQUIRY UNIVERSITY HOSPITAL 10/13/03 12:44
 LAWRENCE NIGEL KHALIL 000455165

----- VISIT HISTORY SELECTION

Subject Line Number

Vital	Prt	Pr	Adm/Vis	Type	Dis/Dep	Dis	Day	Loca	Reference	LN	Wilm	Date
Sex	Doag	Other	A	Ch	-HB	Cls	From	Thou	Reg	Dte	Physician	
1.	7210	EE	K		07/29/97	1	07/29/97	W	U	EMER		
		NED										07/29/97 COASTAL, PHYSICIANS S
2.	5000	EE	K		03/29/96	1	03/29/96	U	U	ERKD		
		FED										03/29/96 SHAWNEE, MICHAEL R
3.	5351	EE	K		12/17/95	1	12/17/95	H	U	ERKD		
		NED										12/17/95 JONES, TIMOTHY A
4.	4045	II	K		02/24/94	1	02/03/94	H	U	4W		
		FED										02/24/94 ANDERSON, MARY H
5.	3257	II	K		09/14/93	1	09/17/93	H	U	4W		
		FED										09/14/93 ANDERSON, MARY H

FT7-BWD FT8-FWD

U.S. TO R09979 - Termid MERA Function VISI

LL363

VISIT HISTORY INQUIRY UNIVERSITY HOSPITAL 10/13/93 12:44
 LAWRENCE, NIGEL KHALIL 000458160

VISIT HISTORY SELECTION

Select Line Number

Visit	Fpl	Fr	Adm/Vis	Type	Dis/Dep	Dis	Fnd	Loc	Reference	IK	File Date
Spa	Deag	Other	A/C	Hb	Cls	From	Thre	Ben	Dle	Physician	
01	3297	IT	K	09/14/93	1	09/17/93	H	U	4W		
	PED								09/14/93	ANDERSON, MARY H	
02	3081	EM	A	03/22/93	1	03/22/93	H	U	EMER		
	PED								03/22/93	JUSTINO, JOHN C	
03	3370	IT	K	10/05/92	1	10/12/92	H	U	4W		
	PED								10/05/92	BENNETT, JAMES W	
04	3549	IT	K	02/16/92	1	02/21/92	H	U	4W		
	PED								02/16/92	BENNETT, JAMES W	
05	3265	IT	C	09/22/91	1	09/26/91	H	U	4W		
	PED								09/22/91	BENNETT, JAMES W	

PF7-END PF8-END
 ASLHJ U-2V ID R00974 T-2MID MRF4 Function VIST

STIPULATIONS

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the Federal Rules of Civil Procedure.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby not waived.

Signature sheet is attached to the deposition at page 162.

Wednesday, October 22, 2003
9:37 a.m. - 2:59 a.m.

The deposition of CHRISTOPHER LAWRENCE, taken on behalf of the Defendant at the law offices of Malone & Thompson, LLC, 1527 Blanding Street, Columbia, South Carolina, on the 22nd day of October, 2003 before Karen Yearwood-Cole, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

1 CHRISTOPHER LAWRENCE, being duly sworn, deposes and
2 testifies as follows:
3 MR. LAWRENCE - EXAMINATION BY MR. THOMPSON:
4 Q: We're here to take the deposition of Mr.
5 Christopher Lawrence in the case of Christopher
6 Lawrence v. Westinghouse Savannah River Site.
7 The deposition is being taken pursuant to
8 notice under Federal Rules of Civil Procedure.
9 Mr. Lawrence, have you ever given a deposition
10 before?
11 A: No, I haven't.
12 Q: Okay. Well, what's going to be happening this
13 morning is that I'm going to be asking you a
14 series of questions about your case, and the
15 purpose of the deposition is for me to find out
16 about your case, what it's all about, on the
17 record. This is ... other than, you know,
18 written discovery that I sent you ... is my
19 only opportunity to find out in an official way
20 what your case is about. It's not, the purpose
21 of this is not for you to try your case
22 A: Right
23 Q: Or convince me about your case. If that
24 happens, it will be in front of a judge or a
25 jury later on. So this is just for me to ask

PAGEEXHIBITS

Infant Nurseries

1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

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<p>1 vacation, they would be wrote up subject to a</p> <p>2 contact, and this is one of the, this is when</p> <p>3 I initially challenged them on their position,</p> <p>4 because they couldn't show it to me in the</p> <p>5 policy where we were supposed to receive these</p> <p>6 contacts. And until this day, until they</p> <p>7 changed, they came out with a policy documented</p> <p>8 approved procedure saying it's a percent, maybe</p> <p>9 two or three percent per quarter or something</p> <p>10 like that, which comes out to be about forty</p> <p>11 hours, but prior to that time, they were trying</p> <p>12 to hold us to a standard which was not even yet</p> <p>13 established. And I said there's no way you're</p> <p>14 going to tell me somebody in a different</p> <p>15 department is taking off and they're not being</p> <p>16 punished and you have an attendance policy</p> <p>17 across the board. You're not consistent. If</p> <p>18 you're going to administer something to all</p> <p>19 Westinghouse employees, it has to be</p> <p>20 consistently across the board, bottom line.</p> <p>21 Q: Now, are you trying to say that you could take</p> <p>22 off as much time as you wanted because there</p> <p>23 was no policy?</p> <p>24 A: That is not correct. Because, I remind you</p> <p>25 now, even in my first year, that's the lowest</p>	<p>1 initiated earlier, prior to before, and they</p> <p>2 were trying to hold MLI employees to something</p> <p>3 that was not yet approved.</p> <p>4 Q: Okay.</p> <p>5 A: Now, he says that in his letter there.</p> <p>6 Q: I understand you disagree.</p> <p>7 A: Right.</p> <p>8 Q: But he does conclude that that rule was</p> <p>9 consistent with WSRC policy and management</p> <p>10 responsibility; isn't that correct? He did</p> <p>11 conclude that?</p> <p>12 A: Yeah, he concluded it.</p> <p>13 Q: But you disagree with that?</p> <p>14 A: I disagree with that.</p> <p>15 Q: But that was the answer of WSRC to your</p> <p>16 complaint about the forty hour standard,</p> <p>17 correct?</p> <p>18 A: That was their documented answer, which I can</p> <p>19 say it is not, nowhere in policy that you could</p> <p>20 find this.</p> <p>21 Q: Okay.</p> <p>22 A: During those years. And that's the reason why</p> <p>23 the statement says Mr. Luce says it was</p> <p>24 initiated earlier, prior before being approved,</p> <p>25 so how can you hold an employee or an employer</p>
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<p>1 percent that I had, 88%. But mind you now, I</p> <p>2 still have a sick child and the years after</p> <p>3 that, '90, '92, '93, '97, I mean '93, '94,</p> <p>4 '92, '91, something like that, I'm still in the</p> <p>5 nineties.</p> <p>6 Q: Okay. I'm going to jump ahead a little bit</p> <p>7 since you've mentioned a couple times this</p> <p>8 concern you raised about the forty hour rule.</p> <p>9 And isn't it correct that the ultimate</p> <p>10 conclusion of Westinghouse, and I'll show you</p> <p>11 the document in a moment, was that the forty</p> <p>12 hour standard that was being imposed was</p> <p>13 consistent with the WSRC policies?</p> <p>14 A: That is not correct.</p> <p>15 Q: Okay. Let me show you a document from my</p> <p>16 record prepared by WL Luce.</p> <p>17 A: WL Luce.</p> <p>18 Q: And I'll refer you to my page marked, actually</p> <p>19 two pages, 153 and 154 and it states at the</p> <p>20 bottom of 153, although Mr. Robinson's guidance</p> <p>21 was issued more than a year and a half earlier,</p> <p>22 the forty hour provision in the memorandum was</p> <p>23 essentially identical to the 2% for twelve</p> <p>24 months absentee analysis guideline.</p> <p>25 A: The key word is, it was initiated, it was</p>	<p>1 to some standard that is not in the site</p> <p>2 policy. It makes no sense to me. That's not</p> <p>3 consistent.</p> <p>4 Q: Well, it doesn't make sense either for them to</p> <p>5 allow employees take however much time off they</p> <p>6 want, right?</p> <p>7 A: That is correct, and I understand that. A</p> <p>8 company, I owned a company and I had standards,</p> <p>9 but when there are particular instances where</p> <p>10 ... you have to understand also you're looking</p> <p>11 at the attendance, but my work ethic is</p> <p>12 impeccable. It's rated high above a lot of</p> <p>13 people in that area, so if you, if you take</p> <p>14 that in account, if a person is missing so much</p> <p>15 time, how can you have such a good work, get</p> <p>16 excellent ratings in your work performance?</p> <p>17 You can't have a double standard. Either I'm</p> <p>18 not here to do a job or I'm here to do a job or</p> <p>19 when I'm there, I get excellent ratings, so</p> <p>20 that means I have to be there to perform. Is</p> <p>21 that not the case?</p> <p>22 Q: How many employees do you have at your</p> <p>23 business?</p> <p>24 A: I had eight.</p> <p>25 Q: Do you have your business still?</p>

5 (Pages 17 to 20)

Page 21

1 A: No. I sold it.
 2 Q: Did you ever have to fire any of your
 3 employees?
 4 A: I had to talk to them before. I've had to
 5 reprimand for attendance.
 6 Q: And what's your expectation on attendance for
 7 your employees?
 8 A: If they notify me in advance, I can receive
 9 that because I'm flexible and I'm human and I
 10 know I have issues to. So to have, hold
 11 somebody ... I wasn't concerned with
 12 production. When somebody called me and said
 13 hey, my son is sick or my car is broken or I
 14 have an issue with my mother, I'm open to that
 15 even though it put me in a situation that I had
 16 to make somebody else or I had to cover myself,
 17 but you have to have an understanding that this
 18 is real life. Everything don't stop on,
 19 because you need to make your goal, you need to
 20 make your production. I mean people, I had a
 21 young family. I had a son. I had a daughter.
 22 I had another daughter who had medical issues.
 23 I didn't ask for that. That was put upon me
 24 and so, Westinghouse and my medical ... the
 25 information I provided to you, all the times

Page 22

1 he's been in and out of the hospital, he just
 2 got out of the hospital last week, all the
 3 instances in and out, in and out, four days,
 4 five days, even with just the fact of me having
 5 to take him to the hospital in the morning,
 6 2:00 or 3:00 in the morning and then have to
 7 come to work, that was taxing. And for someone
 8 not to understand it ... and when Bill Clinton
 9 passed that law for family medical disability,
 10 I thought that was, that would help me because
 11 most of the time I had used up my vacation time
 12 taking him back and forth to the hospital, back
 13 and forth to the hospital in the morning. He
 14 can't breath, he can't breath. So I never
 15 really had a chance to enjoy, like most
 16 employees, a vacation because my vacation was
 17 spent on my son. So with all that said and
 18 done, I think a company has to have a standard,
 19 but I think it should take some things in
 20 consideration also and not be so production
 21 orientated. I mean, we had enough coverage.
 22 Westinghouse always have had enough coverage if
 23 an employee was out in each department. Every
 24 department I've worked in that was staffed, we
 25 had that in place because we knew people were

Page 23

1 going to be off, people were going to take
 2 vacation.
 3 Q: How much vacation did you have, were you
 4 entitled to at the end of your employment?
 5 A: I was entitled ...
 6 Q: Per year.
 7 A: I think every, up to ... I think when we get
 8 five years they give you three weeks, I
 9 believe. I'm not ... some of this is vague and
 10 I have to look back, but I know we started out
 11 with two weeks.
 12 Q: And you have holidays?
 13 A: You have holidays, right.
 14 Q: And then you've got ... what else have you got?
 15 Personal leave?
 16 A: Up under the old rule, they didn't have that.
 17 All they had was your weeks vacation. There
 18 was no allowance time for sick days. The sick
 19 days came in when they switched to the forty
 20 hour standard or the two, three percent
 21 standard. Only then did they instituted some
 22 sick days and that came probably here about two
 23 years where they added in another week instead
 24 of allowing you sick days because then they
 25 introduced this time thing, memorandum where

Page 24

1 you had a time bank schedule and you used these
 2 hours that you get into being not paid and then
 3 they gave you a week, added additional week for
 4 medical staff. But prior before that time,
 5 there was nothing established for sick days.
 6 Q: All right. So when you were terminated, what
 7 was the policy? How much time did you have off
 8 in a year?
 9 A: I had, I think I had four weeks, four weeks.
 10 Q: And holidays, there was nothing in addition to
 11 that?
 12 A: I had four weeks, an additional week was sick
 13 time.
 14 Q: So you had up to five weeks?
 15 A: Up to five weeks, I believe. It might have
 16 been up to four weeks or up to five weeks, one
 17 of the two.
 18 Q: I show you a document that's my eighty-seven
 19 and ask you if this is a contact that you were
 20 given in which management expressed concern
 21 about your attendance? And that would be back
 22 in January of 1992.
 23 A: I'm not aware of this because I didn't, there's
 24 no ... I mean I didn't even, I didn't sign it
 25 or they didn't put ... normally when they would

6 (Pages 21 to 24)

Page 25

1 give these, they would say employee didn't sign
2 or make a comment in there, so my memory of
3 this, I would have to see ... because usually
4 I kept all information given to me and I would
5 have to look over for, if I received this.
6 Q: So you don't know if you got that or not?
7 A: Right. I normally I've gotten something from
8 Jackie Banks, but at the same time, I've gotten
9 excellent ratings from Jackie Banks in
10 performance.
11 Q: Right. So Jackie Banks, according to your
12 recollection, Jackie Banks did at some point
13 express concern to you about attendance?
14 A: Right. But my whole issue, if you've got a
15 concern with attendance, why give me an
16 excellent on my performance, work performance.
17 It don't, you can't, it's kind of like you
18 can't, how can you give somebody excellent
19 rating, good performance, well job, well good
20 and you're giving him, and his attendance is
21 bad. Even that is something just a standard
22 that you have to do just for document purposes,
23 because certainly she's, if you pull up my
24 performance record, I got excellence from her,
25 good excellent ratings.

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1 Q: Would you agree that you can be excellent when
2 you're there and yet not be there enough to
3 satisfy your employer?
4 A: There's no way you can get excellence in these
5 type of jobs and not be there. There's no way.
6 Q: We'll look at some of your performances. We'll
7 touch back on that. Let me show you a document
8 which is ninety-seven dated June 26, 1992, and
9 ask you if this is a contact you received in
10 which management expressed concern about your
11 attendance. This is from Kathy Holly.
12 A: I don't agree exactly what it says. The
13 purpose of this interview is to increase work
14 performance, which at this time is good. Chris
15 has been assigned to the consolidation team.
16 Chris is reminded of the importance of accurate
17 paperwork and documentation when updating PCS
18 system. His housekeeping and safety work
19 ethics are above average and is expected to
20 continue. Chris remembers to follow the site
21 MLI procedures. Chris has set a goal of forty
22 hours. Allow for disability in absenteeism.
23 That's it. This is not, it's a qualifying
24 content. It's nothing about, it's a qualifying
25 condition. It's not informative. It's a

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1 qualifying condition. It gives me more
2 qualifying. It says that I'm qualified. It
3 supports my qualifications as employee for that
4 position.
5 Q: I'm going to show you a contact, informative
6 contact dated November 6, 1989, from ... you'll
7 have to help me out.
8 A: Juanita.
9 Q: Juanita?
10 A: Juanita Johnson.
11 Q: Johnson. How do you spell the last name? Do
12 you know?
13 A: I think it's Juanita Johnson. She might have
14 changed it. She's got married since then.
15 Q: All right. In this contact, she seems to be
16 concerned that you took time off for a funeral.
17 She had expected you to come back to work. It
18 almost sounds like y'all had a disagreement,
19 where she said you would come back in and you
20 responded with I may come back in. I'll let
21 you explain that contact.
22 A: My grandfather passed and I didn't have
23 vacation time, but I think the policy during
24 that time allowed a day off for a grandparent
25 or something like that. And I had told her,

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1 and this was, because Juanita and I had a good
2 relationship, a verbal ... I brought the
3 newspaper clipping in and let her see this was
4 my grandfather. He passed. My family's in
5 town. You know, everybody's here, so I needed
6 to take off. It was a time of bereavement. So
7 she was, they was trying to require me, it
8 doesn't make any sense to require me to come to
9 work after I go to my grandfather's funeral
10 that day. They said well, come to work that
11 night. That, that, first of all, that's so far
12 fetch. Would you do that if your grandfather
13 passed, somebody who helped raise you? That's
14 the issue and so, they were, she and I had a
15 disagreement on that. And to support what I
16 ... I just didn't take off. I went to her,
17 showed the newspaper to her. My grandfather
18 passed. I'm, you know ...
19 Q: Show her that before or after your absence?
20 A: Before, because I requested it.
21 Q: Okay. Was it correct that she had instructed
22 you to come into work later?
23 A: No.
24 Q: I thought that's what you just said?
25 A: I said here it seems she was trying to hold,

7 (Pages 25 to 28)

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1 Westinghouse or either our management, Juanita
2 was trying to hold me to something that seemed
3 so ridiculous to make me come to work
4 after you buried your grandfather, gone to a
5 funeral. It makes no sense. That's totally,
6 you're not even being sensitive to nothing when
7 you do stuff like that, when you operate along
8 that line.

9 Q: Is that, that's what she wanted you to do?

10 A: Yes.

11 Q: And you, how did that work? You refused to do
12 that?

13 A: No. I told her that I was taking off the whole
14 day. She said that she thought I said I was
15 going to come in, which that's kind, to me
16 that's kind of odd.

17 Q: Did you tell her I may come in?

18 A: No, I didn't. I told her that I was taking off
19 the whole day.

20 Q: And ...

21 A: Because the policy ...

22 Q: What I'm trying to get at, Chris ...

23 A: Right.

24 Q: Did y'all have a disagreement that ...

25 A: We had ...

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Page 32

1 Q: ... where she's saying I want you to come in
2 and you were saying no, I'm taking off the day?

3 A: No. That wasn't the disagreement to that
4 effect. It was told to her that I was taking
5 off.

6 Q: Told to her? You told her?

7 A: Yes. I mentioned it to her, and I also, every
8 time I talked with her it was by the policy.
9 We discussed the policy.

10 Q: Well, what was she upset about? I'm not sure
11 I follow.

12 A: She was saying that I thought you said you was
13 coming in, and I said no, I mentioned it to you
14 in front of, I had a couple, somebody there was
15 in my presence. I said they heard me say that
16 I was taking off the whole day.

17 Q: Is that the kind of thing you ask for or can
18 you say I'm going to take the day off for a
19 funeral?

20 A: You ask for that. You ask for that with the
21 understanding that most managers or most
22 companies would be sensitive to that. You ask
23 for that because it's allowed in our policy for
24 that.

25 Q: Okay. I'm next going to ask you about a

1 document 116 informative, excuse me, a
2 corrective contact dated September 16, 1992,
3 issued by Mr. M. T. Hollingsworth, and it seems
4 to be expressing a concern about attendance and
5 the document notes a number of previous
6 contacts on the issue of attendance and how
7 much time you've missed. It's a two page
8 document actually, so it goes to document 117
9 as well. Let me ask you if this is a contact
10 that you received from Mr. Hollingsworth.

11 A: Yes, this was given to me on the basis of there
12 was an incident that happened with a battery
13 changer.

14 Q: Okay. I'm really just interested in the
15 attendance part of it. A very significant part
16 of this has to do with management's
17 dissatisfaction with your attendance; isn't
18 that correct?

19 A: Not correct. That is not correct because you
20 can't just isolate attendance because you have
21 to also consider my work ethic. You also have
22 to consider other things involved. Attendance
23 is, was addressed in this contact. The
24 overall, he says here ... there's several
25 things addressed in this contact and so, they

1 just lumped it into one issue.

2 Q: What was the first thing addressed?

3 A: The contact is being given Chris Lawrence for
4 overall performance, overall performance with a
5 specific concern in attendance, safe work
6 practice, and communication.

7 Q: And you don't think this expresses a concern on
8 the part of management about your attendance?

9 A: No, because I was there. The attendance part
10 wouldn't have never resulted in a corrective
11 contact. The safety issue was their concern
12 that resulted in the issue of the contact on
13 that level. Remind you now, because I had just
14 received a contact, an informative on 9/2.

15 Q: Does this contact under the goals they're
16 asking you to meet or exceed 97% standard; is
17 that correct?

18 A: Right. On all contacts given to, across the
19 board, that statement is put in there. You
20 must meet 97%. But remind you, this is before,
21 before the rule. The old rule, this
22 information in this exhibit 116 is entered
23 before the forty hour rule ever existed.

24 Q: So before the forty hour rule, how much time
25 did you think you could miss without management

8 (Pages 29 to 32)

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1 being able to express a concern to you?
 2 A: I was still in the 90%.
 3 Q: Okay. So where does your 90% come from? Is
 4 that in the policy manual?
 5 A: No. They had no standard. They had, they
 6 didn't have a standard. I mean any good mill
 7 ... the reason why I said that, if they would
 8 hold me to a standard, people in our
 9 department, in other departments taking off
 10 right and left, so the consistency says this,
 11 how can you hold me to going over forty hours
 12 when you've got somebody in carpentry
 13 department or some other group is taking off
 14 more than forty hours. It makes, there's no
 15 consistent.
 16 Q: So your feeling was, as long as you were there
 17 90% of the time that should be acceptable?
 18 A: No.
 19 Q: Okay. I misunderstood you. What did you feel
 20 was the rule or the standard that you should
 21 adhere to before the forty hour rule?
 22 A: No different than any other employee who take
 23 off for medical leave.
 24 Q: Which was how much? How much leave did you
 25 think you could take?

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1 A: I, if I took off, it was a legitimate reason,
 2 was supported by documentation, so within that
 3 confine, it didn't affect my performance. If
 4 an employee takes off and he's a lousy
 5 performer, he's not doing what he's supposed to
 6 do ... not one single time can they say my
 7 attendance stopped me from doing or achieving
 8 what I was supposed to do with my tasks and
 9 that I performed above that.
 10 Q: So it's your feeling that as long as your
 11 performance is good that your attendance
 12 shouldn't matter?
 13 A: No, that is not the sentiment. The feeling is,
 14 you first have to be to work to perform to get
 15 grades. The feeling is, yes, standard should
 16 have been established, but by it being a
 17 government facility, everything was driven by
 18 procedure. If it wasn't in the procedure, we
 19 shouldn't have been held to a standard.
 20 Q: But even if there's not a procedure, I mean
 21 there is some point, isn't there, at which a
 22 manager can say this is just too much
 23 absenteeism?
 24 A: He could say that, but look, it's to the
 25 discretion, which that opens the door for this:

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1 You might have a favorite employee you let take
 2 off. If it's to a manager's discretion, that's
 3 bad, because you may have buddy-buddy. You may
 4 go fishing with an employee and allow him to
 5 have more lax with his time, so you have to
 6 have an established standard or policy in
 7 place.
 8 Q: So it's your testimony it was, before the forty
 9 hour rules was put into place, there was no
 10 policy?
 11 A: That is correct. That is correct. Other than
 12 what the general rule for vacation and they had
 13 some policy in place, and I don't remember
 14 exactly what the policies were during that
 15 time, but you're talking about ten years ago
 16 roughly. But I know for sure I challenged it
 17 and by me challenging it, I knew, I combed that
 18 procedure back and forth for me to have to
 19 submit it and argue what they were trying to
 20 put on MLI employees.
 21 Q: But at this point, you don't know what the
 22 policy was?
 23 A: It wasn't a forty hour rule established.
 24 Q: But other than that, can you tell me anything
 25 more about what you thought the policy was?

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1 A: Same thing. You still had the responsibility
 2 of an employee to report a situation to your
 3 manager and you had vacation time off, that
 4 kind of stuff.
 5 Q: So after you exhaust your vacation, is it your
 6 testimony as long as you can document and have
 7 a legitimate excuse for being absent, you can
 8 be absent?
 9 A: That's basically what went on. They had to try
 10 ... you see, where the time frame, where the
 11 time line goes, Westinghouse probably had so
 12 many during the '80s, the '70s, '80s, people
 13 didn't have no criteria established. People
 14 were taking off for anything, so they had to
 15 establish something. And like I said, it's
 16 been fifteen years, so if, I would have to
 17 review some information that I have from the
 18 time they had the policy in place, because I
 19 kept that. I challenged it. I kept it.
 20 Q: But sitting here right now, you can't tell me,
 21 if there was a policy, you can't tell me what
 22 it was?
 23 A: Other than what the site policy were for
 24 attendance.
 25 Q: And my question is, can you tell me right now

9 (Pages 33 to 36)

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1 what that policy was?

2 A: I cannot tell you exact, and I think that's
3 within reason. That's fifteen years ago.

4 Q: Well, I understand.

5 A: Right.

6 Q: But I would like to have your understanding,
7 such as it is.

8 A: Right.

9 Q: I think I've already gotten that, but if you've
10 got anything else you want to add.

11 A: No.

12 Q: Let me show you a contact dated September 22nd,
13 1993, from Juanita Johnson and ask you if this
14 is a contact that you received that shows a
15 concern by management about your absences?

16 A: Yeah. This still, this still, it still talks
17 about my son. It talks about dependent care
18 problems. It talks about ... I even brought
19 in, I think my son during that year had went
20 over about \$300,000 worth of hospital bills, so
21 I brought that in. But still along, this was
22 still subject to employees without an
23 established policy. See, it states here the
24 contact is being held to review your attendance
25 for '93. You have been out forty-four hours.

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1 You do not have a goal of forty hours. That's
2 four hours over what you would legally
3 establish. No interim policy can supersede the
4 site policy. The site policy says they didn't
5 have a forty hour rule in there for attendance
6 for consistency.

7 Q: Well ...

8 A: So how can you, how can you hold me accountable
9 for going over something, forty-four hours of
10 missed time? That makes no sense to me.

11 Q: But it is correct that your management was
12 telling you forty hours is the rule, is our
13 rule?

14 A: Illegally.

15 Q: Okay. And by that illegally, you mean there
16 was no support ...

17 A: That is correct.

18 Q: ... in the WSRC policy?

19 A: That is correct.

20 Q: Now, that rule, the forty hour rule, just so we
21 can draw a line, appears to me to have gone
22 into effect sometime in the middle of 1993?

23 A: Yeah. That's why ... see, Westinghouse had a
24 practice, like say for instance, when, if an
25 employee challenged the situation, they would

1 go back and revisit and meet with the General
2 Assembly, I guess, the people who establish
3 policies. Say hey, we need to look at this
4 here. We need to establish something on the
5 hindsight of it. But before then, if you don't
6 challenge it, you'll be subject to many other
7 things that are not in the policy. And like,
8 when they say call in management, if a person
9 is going to be off, report it to management,
10 there is nowhere in the policy that I was
11 subject to, even on a disability, that said you
12 had to call in every day, every week. Well
13 because I challenged them on my probationary
14 contact, I'm kind of jumping ahead, they go
15 back and revise the policy a year later and put
16 in there a clause saying you must notify your
17 doctor every week while on disability. Prior
18 before that, when I was on my disability, it
19 had no reference to that. It had, the
20 employee's responsibility stated clearly what
21 you need to do step-by-step. Never nothing
22 state to notify your doctor, site doctor, every
23 week. But because I was given a probation
24 contact, they went back and revised the policy
25 and added it in there. And the same thing with

1 the forty hour rule. I challenged it so
2 heavily religiously, they went back and
3 revamped the policy to include that because
4 they wanted consistency across the board for
5 all departments, not one department having a
6 forty hour rule, one department having a sixty
7 hour rule, one department having a hundred hour
8 rule. If you're going to have an attendance
9 policy, it has to be administered across the
10 board.

11 Q: Okay. Let me show you a informative contact
12 dated November 1, 1993, and I'll just let you
13 review it and if you can, tell me what this is
14 about.

15 A: Yeah. They had went and changed something in
16 my documents, and this was during the time that
17 I was challenging them in the forty hour rule.
18 And so, management took a hard nose position
19 and I took a hard nose position because I felt
20 and I believed the policy, what we were being
21 subject to was wrong, and they took acception
22 (phonetic) to that, and I was being harassed.
23 I was being made, I was being treated
24 different, so I threatened to file a lawsuit.

25 Q: Okay. Who was harassing you at this time?

10 (Pages 37 to 40)

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1 A: This was Gerald Jenigan and Mike Hollingsworth.
2 So they ended up, I took an exam. They ended
3 up kind of like getting me out of the
4 department to kind of ease the tension, but
5 still then they raised the fact that they were
6 treating me and bothering me on the basis of me
7 challenging that forty hour rule.

8 Q Okay. Did you accuse management of falsifying
9 documents?

10 A: Yes, I did and they did falsify my documents.

11 Q: What did they falsify?

12 A: There was a piece of document that the dates
13 were changed. There was a piece of document
14 that had been initially, they gave it to me
15 and I always keep copies. I don't remember
16 exactly, because it's been a while, but I had
17 the original copy of our conversation, but when
18 they presented the copy again, it had a lot of
19 other things, and I accused them. I said
20 someone changed this document. Somebody forged
21 my name. You know, my name, I know how to
22 write my name. My name wasn't signed on that
23 document. And they, somebody had documented,
24 put my name on that, and I challenged them on
25 it and they didn't like it.

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1 Q: You don't remember what document it was?

2 A: No, I don't. Now, you see here since, they
3 said since the recent acceptance behavior seems
4 to be relative to discussion on comments
5 associated with your written concern entitled
6 unfair work practices, all this came as a
7 result of me filing the information with the
8 EEOC over at the human resource, human, South
9 Carolina Department of Human Resources,
10 something like that and then filing it to upper
11 management. And I sent the letter to Michael
12 Jordan, the CEO during that time. I sent the
13 letter to Michael Jordan. I sent the letter to
14 corporate. I sent the letter to Washington
15 D.C. I sent the letter to DOE. I had
16 conversations with DOE corporate about this
17 situation and I met several times with DOE,
18 human resource division, and they didn't like
19 that. That was a sixty page, I think I did
20 about a thirty page memo to DOE. Might have
21 been sixty. I'm not for sure.

22 Q: Do you know... Westinghouse is a privately
23 owned company, right? It's not a division of
24 the government, Westinghouse.

25 A: Well, now I think there is something to do

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1 with, since Mr. Michael Jordan... during this
2 time, I know...

3 Q: They're not part, they've never been a part of
4 the United States Government, correct? They've
5 never been a department of the government?

6 A: But they are subject to, if you're working as
7 a contractor for the government, you're subject
8 to those rules.

9 Q: I understand that.

10 A: Right.

11 Q: But they're not a department or a governmental
12 entity? They're not, isn't that correct?

13 A: I'm not sure; I'm not sure on that.

14 Q: So you don't know one way or the other? Like
15 DOE, that's...

16 A: DOE is government.

17 Q: Now, Westinghouse, would you agree, that they
18 are not government?

19 A: They're not government, but the, like they're,
20 it's a clear, it's kind of like a decision if
21 you work for a government contractor, you will
22 have to adhere to some of the same statutes as
23 that, as your employee does by establishing
24 policies, rules, regulations, standards, have
25 operating permit, same think thing as the

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1 government. Would you agree to that?

2 Q: You're saying you think there's some statute
3 out there that regulates them?

4 A: Yes, most definitely. It's a government
5 facility or government contract. You should
6 have statute, policy, practice, procedures.

7 Q: But again, they're not actually the government?

8 A: No, they're not.

9 Q: Do you know when you started getting annual
10 performance appraisals? I didn't see any in
11 your file before 1994.

12 A: They were annually, I think you get them every
13 six months on the old, under the old system, I
14 believe. It's gauged to let the employee know,
15 you know, how he's performed, what is expected.
16 It's a qualifying. And then they have one at
17 ...

18 Q: Okay. Well, let me show you and see if this is
19 what you're talking about. We've already
20 looked at this once. It's document marked
21 ninety-seven. Is that what you're referring
22 to?

23 A: No. This is a qualifying contact.

24 Q: But it does say performance record at the top,
25 correct?

11 (Pages 41 to 44)

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1 guy, but I'm not real sure.
 2 Q: But again, according to their instructions, you
 3 were supposed to be talking, correct, to Ralph
 4 or the two managers?
 5 A: According to them, but are their instructions
 6 in line with policy? The policy said
 7 management.
 8 Q: Is it true you had a conversation with Ralph
 9 Thigpen ...
 10 A: Yes, I did.
 11 Q: ... in which you expressed displeasure that he
 12 was asking questions to your wife about where
 13 you were?
 14 A: Yeah. He was, she said that they were calling,
 15 calling, calling, interrogating. She said I
 16 don't know where he's at. I don't keep up with
 17 him. That's not, you know ...
 18 Q: And did you tell him I don't have to call your
 19 damn ass?
 20 A: No. I remember saying. I called him a dumb
 21 ass. Those are my exact words. I said those
 22 are my exact words.
 23 Q: What were your exact words?
 24 A: I told him I said that's your problem. You
 25 don't listen. So we kept going on arguing and

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1 arguing. I said what are you, are you a dumb
 2 ass or what?
 3 Q: Did you also tell him you would deal with him
 4 when you got back?
 5 A: No, I didn't.
 6 Q: Words to that effect?
 7 A: No.
 8 Q: What did you say?
 9 A: I told him that I would deal with the situation
 10 when I get back.
 11 Q: Do you feel you were being respectful to
 12 supervision when you were using language like
 13 that?
 14 A: No more disrespectful than management has been
 15 towards me.
 16 Q: And were you yelling through that conversation?
 17 A: Huh?
 18 Q: Were you yelling during that conversation?
 19 A: To some degree. He was yelling also. I only
 20 react to how, I only react to how someone
 21 approach me. If they approach me in that tone
 22 ... and prior before then, I was telling Dave
 23 Olson that Ralph was abusive to his employees
 24 and it's noted in his file that he is abusive.
 25 His tone and language is abusive.

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1 Q: Did you threaten him?
 2 A: No, I didn't, never have.
 3 Q: Did you tell him you would take care of his
 4 damn ass when you returned?
 5 A: No, I didn't, never will. I'm an intelligent
 6 enough operator to know the consequences for
 7 idol threats when you ... I mean, that's just
 8 me.
 9 Q: Now, is it correct that this sort of last
 10 absence in late August was the ...
 11 A: Final.
 12 Q: ... triggering event that caused your
 13 discharge?
 14 A: Well, in their documents to me, which were
 15 signed, it says insubordination, which is a
 16 vague and general thing. What was I
 17 insubordinate of? Certainly if you say policy,
 18 I made notification to management. Certainly
 19 there was emergency situation, so all the other
 20 stuff that said he hadn't notified twenty-four
 21 hours, that doesn't come into play if it's
 22 emergency situation. None of that was
 23 considered. Second of all, other employees,
 24 which I do list, was excessive in time.
 25 Q: Okay. I'm going to get to that. We'll get to

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1 that. Did Ralph, did y discuss your
 2 termination with Ralph Moody?
 3 A: No.
 4 Q: Robert Moody, excuse me.
 5 A: He came to the store and brought my belongings
 6 and I said they didn't process me out right.
 7 I said I didn't even get a chance to defend
 8 none of the accusations. I'm not ... and I
 9 know policy allows that. You're talking about
 10 somebody who's been there for fifteen years.
 11 Q: He came to your store?
 12 A: Yes. He came to my store and brought my
 13 belongings in a box and sat them on my counter.
 14 The way how I got my termination form, they
 15 faxed that to my store. That was a faxed copy
 16 of my termination notice to my store telling me
 17 I was terminated. I received no check-out. I
 18 had just been pulling samples in a highly
 19 radiated area five days before.
 20 Q: Did you tell Mr. Moody about your termination?
 21 A: No, because I didn't know I was terminated.
 22 Q: Well, he was bringing you your ...
 23 A: At that time ...
 24 Q: ... belongings.
 25 A: At that time, I knew then, because you know,

13 (Pages 129 to 132)